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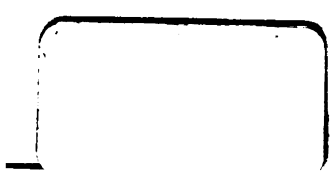
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TWENTY-THIRD ANNUAL REPORT

OF THE

BOARD OF RAILROAD COMMISSIONERS

FOR THE

YEAR ENDING JUNE 30, 1900.

STATE OF IOWA

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

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RAILROAD COMMISSIONERS' REPORT.

STATE OF IOWA,
BOARD OF RAILROAD COMMISSIONERS.

To the Honorable Leslie M. Shaw, Governor of the State of Iowa:

In pursuance with the laws of this state, we herewith submit to you our twenty-third annual report.

The work of the commission during the past year has been extended along the lines indicated in our previous reports, more particularly our twenty-second annual report. The increased railway mileage and the additional railway service furnished by the different railway systems within the state have, to a certain extent, increased the duties required of the railroad commissioners; these would include the permanent improvements made by the different railway companies. The change of grades, the reduction of curves and the construction of double tracks, have, in many instances, materially and substantially changed the conditions, and to a greater or less degree have caused controversy and dissensions between the public and the railway companies. The foregoing is essentially true with reference to many highway and farm crossings.

HIGHWAY AND FARM CROSSINGS.

It has been the object and purpose of the railway companies, among other things, to strengthen and render more safe and substantial the roadbed and tracks throughout the state. In many instances the excavations and obstructions caused thereby have interfered with the view of approaching trains over highway crossings, and these new conditions are making the same more or less hazardous.

With reference to the farm crossings, many wooden trestles and other structures that from an early day, in addition to acting as waterways through the railway company's embankments, have been used as under farm crossings, are now being replaced with stone and other substantial construction, which, in many instances, has had the effect of destroying the under farm crossings.

It has been the uniform policy of this board to encourage under or overhead highway and private crossings, where the conditions were feasable and the expense thereof not unreasonable.

While the supreme court of this state has held, in several cases, that a grade crossing is the rule within this state, yet we believe that the time is not far distant when such decisions may be modified.

As we have said in our last report, private or public crossings at grade may have heretofore been reasonably safe, yet, where the conditions are so changed, that is, obstructions along the company's right of way which may interfere more or less with the view of approaching trains, the increased number of trains and the greater speed thereof, rendering such crossings more hazardous and dangerous to the lives of those using the highway, as well as the traveling public and the employes of the railway company, together with the increased number of such grade crossings, a different and more liberal and reasonable rule may be required in order that such crossings may be reasonably safe.

CONDEMNATION PROCEEDINGS FOR ADDITIONAL RIGHT OF WAY, ETC.

The Twenty-Eighth General Assembly enacted a statute whereby it was intended to grant permission to the railways of this state to condemn additional ground for yards, additional or new right of way for constructing double tracks, reducing or straightening curves, changing grades, shortening or relocating portions of the line, for excavations, embankments, or places for depositing waste earth, amending section 1998 of the code.

In puruance of this amendment the board has been called upon to act, but such law has been called in question by the land owners and the proceedings of the railway company under the permission to condemn, granted by the board, have been enjoined by the district court of Greene county, and this case is now pending in the supreme court of this state.

PERMANENT IMPROVEMENTS.

From the reports furnished the commission by the different lines of railway within the state it would appear from the gross earnings of the last year that it has been a profitable one to them. However, we gather from the same reports that the railways operating lines within the state are making valuable and substantial improvements of their properties by the construction of better station facilities, rolling stock, bettering their roadbeds and in some instances, the construction of double track. This should be encouraged and required in order that

the commodities of this state may be carried and handled in the quickest and most economical manner.

For example, the report of one of the trunk lines of the state, and this is substantially true, comparatively speaking, of many of the other trunk lines, shows that for permanent and substantial improvements and betterment of its system within the state it has expended about one-half of its net revenues earned within the state. This does not include expenditures for the ordinary improvements and repairing of its railway. It is the opinion of the board that this will prove a great advantage and benefit to the interests of the people of Iowa.

This subject was treated quite extensively in our former report, and we see no reason for changing our views as therein expressed.

AUTOMATIC COUPLERS.

It is the opinion of the board that all railway companies operating lines within the state have substantially, or as nearly as may be, complied with the law with reference to equipping their cars with automatic couplers.

EXPRESS COMPANIES, JOINT RATES, STOPPING THROUGH TRAINS AT SMALL STATIONS, ELEVATOR SITES.

The situation with reference to the subject of express companies, joint rates, stopping through trains at small towns, and contentions among shippers in regard to elevator sites are in about the same situation as submitted in our former reports.

INTERLOCKING SWITCH SYSTEMS.

During the past year, upon many of the through lines within the state, interlocking switch systems have been constructed and adopted by the railways, and thus far have given reasonably good satisfaction. No serious accident has been reported to this board caused by the maintaining and establishing of interlocking switches.

The following roads, at the places named, have adopted interlocking switch systems:

Carnforth,	crossing,	C., R. I. & P. and C. & N. W.
Grand Junction,	"	C., R. I. & P. and C. & N. W.
Libertyville,	"	C., R. I. & P. and C., Ft. Madison & D. Moines.
Fairfield,	"	C., R. I. & P. and C., B. & Q.
Ottumwa,	"	C., R. I. & P. and C., B. & Q.
Ottumwa,	"	C., R. I. & P. and C., M. & St. Paul.
Belknap,	"	C., R. I. & P. and Wabash.
Neola,	"	C., R. I. & P. and C., M. & St. Paul.
Seymour,	"	C., R. I. & P. and C., M. & St. Paul.

Centerville,	"	C., R. I. & P. and Keokuk & Western.
Davenport,	"	C., R. I. & P. and Burl., C. Rapids & Northern.
Melbourne,	"	C. G. W, and Iowa Central.
Malvern,	"	C., B. & Q. and Omaha & St. Louis.
Ft. Madison,	"	Mississippi River by A. T. & S. F. (Drawbridge.)
Hinton,	"	Dubuque & Sioux City and Sioux City & Northern.
Sabula,	"	Mississippi River by C., M. & St. P. (Drawbridge.)
Cedar Falls,	"	Illinois Central and B., C. R. & N.
Independence,	"	Illinois Central and B., C. R. & N.
Iowa Falls,	"	Illinois Central and B., C. R. & N.
Herndon,	"	C., M. & St. Paul and Branch Line.
Tama,	"	C. & N.-W. and C., M. & St. Paul.
McIntire,	"	C. G. W. and Winona & Western.
Ackley,	"	Illinois Central and Iowa Central.
Ute,	"	C. & N.-W. and C., M. & St. Paul.
Marathon,	"	C. & N.-W. and C., M. & St. Paul.
Mason City,	"	C. & N.-W. and Iowa Central.
Lake Mills,	"	C. & N -W. and Minneapolis & St. Paul.
Elberon,	"	C. & N.-W. and C., M. & St. Paul.
Albia,	"	Wabash and C., B. & Q.
Mason City,	"	C. & N.-W. and Mason City & Clear Lake.
Rockwell City,	"	Illinois Central and C., M. & St. Paul.
Reinbeck,	"	C. & N.-W. and C. G. W.
Estherville, (No. 1)	"	Minneapolis & St. Louis and B., C. R. & N.
Estherville, (No. 2)	"	Minneapolis & St. Louis and B., C. R. & N.
Fonda,	"	Illinois Central and C., M. & St. Paul.
Arion,	"	C., M. & St. Paul, Illinois Central and C. & N.-W.
Dumont,	"	C. & N.-W. and C. G. W.
Wheatland,	"	C. & N.-W. and C., M. & St. Paul.

ACCIDENTS TO PERSONS IN IOWA.

It has been the policy and practice of the board, notwithstanding the fact that the legislature changed the law with reference to the investigation of accidents, to ascertain as nearly as possible the cause of accidents resulting in serious injury or loss of life within the state, and where it has been made to appear that the accident was caused by the imperfect physical condition of the railway or by the enforcement of unsafe or improper rules or regulations of the company, it has endeavored to have the cause of such accident removed.

NATIONAL CONVENTION OF RAILROAD COMMISSIONERS.

The board, with its secretary, attended the meeting of the National Railroad Commissioners association held in Milwaukee during the month of May, 1900, at which meeting many questions important in the management and supervision of railways were discussed by the commissioners from the different states and the interstate commission, and much information and good were realized therefrom.

WHAT CONSTITUTES STATE AND INTERSTATE COMMERCE.

The board has constantly before it and for its consideration and action, the question of what constitutes a state and an interstate shipment, and when, if at all an interstate shipment loses its character as such and becomes a state shipment. It has, in many instances, found more or less difficulty in reaching a satisfactory conclusion with reference thereto. Many shipments originating in other states and ending in this state are re-billed and continued to other points within the state different from that to which they have been originally destined. It is over this class of cases that sometimes it is difficult to determine whether the interstate character of the shipment terminates before it reaches its final destination in the state. The general rule seems to be that if the place from which the passengers or the property are transported are within the state and the places to which they are carried are also within the limits of the same state the commerce is domestic and not interstate commerce and that domestic commerce is subject to state control. If the place from which passengers and property are transported and the place to which they are carried are both within the territorial limits of the state and the carriage is continuous, then the transportation is intra state commerce, although in course of carriage passengers or property may on the line of transportation pass beyond the borders of the state. To the rule that where both the place where the passengers and property are received and the place of destination are in the territorial limits of the same state the commerce is intra state and subject to the state regulations, there is an exception, and that exception is this, if the carriage is over the high seas, although from place to place within the state, it is interstate commerce and cannot be regulated by the state. If the property has begun to move from one state to another then commerce between these states as to that property has commenced. The time and place of making transfer of articles of commerce from one interstate carrier to another cannot be regulated by a state. This does not, however, prevent a state from exercising reasonable police regulation with reference to the shipment of the commodity and it may be generally asserted that where the character of the property and the shipment is unchanged or unbroken and not abandoned in transit and remains under the same control, it ordinarily retains the character of an interstate shipment. The destination of an interstate shipment must be largely determined from the facts and conditions surrounding the shipment and the intent of the parties interested therein.

COMPARATIVE STATISTICS.

We have continued in this report several comparative tables with reference to the operation of the railway companies within the state, showing, among other things, earnings, operating expenses, mileage, number of employes and salaries, equipment, number of cars equipped with automatic couplers and air brakes, accidents to passengers, employes and other persons, with the cause thereof as nearly as may be, for the past twenty-three years.

While these tables have required much care and work in their preparation, yet we believe that the same will be of advantage and beneficial to the public generally, and any and all those who may be interested in the operation of railways within the state.

COMPARATIVE EARNINGS AND OPERATIVE EXPENSES, IOWA, INCLUDING MILEAGE AND EARNINGS PER MILE.

YEAR.	Mileage, excluding trackage rights.	Earnings.	Expenses.	Net earnings.	Net earnings per mile of road.
1878	4,157.15	$20,714,496.07	$12,565,950.23	$ 8,148,545.84	1,960.12
1879	4,396.04	21,340,709.44	12,904,420.92	8,436,288.52	1,925.88
1880	4,977.01	24,837,545.35	13,982,653.77	10,854,891.58	2,181.00
1881	5,425.98	28,452,181.91	16,788,404.39	11,663,777.52	2,149.63
1882	6,337.43	32,023,966.03	20,512,393.05	11,511,572.98	1,816.44
1883	7,014.95	34,433,354.77	22,827,450.50	11,605,904.27	1,654.45
1884	7,249.25	35,735,271.85	23,250,916 03	12,484,355.82	1,654.45
1885	7,478 43	36,123,587.45	23,093,581.04	13,030,006.41	1,742.34
1886	7,564.67	36,093,106.54	22,931,555.10	13,161,551.44	1,739.87
1887	7,997.50	37,529,730.62	24,152,990.71	13,376,739.91	1,672.59
1888	8,346.31	37,295,586.68	26,297,163.92	10,998,422.76	1,377.75
1889	8,346.00	37,138,399.75	25,286,309.30	11,852,090.45	1,420.19
1890	8,412.72	41,318,133.69	27,296,282.83	14,021,849.76	1,666.73
1891	8,413.16	43,102,399.35	28,639,292.77	14,463,106.58	1,719.15
1892	8,407.34	*37,405,473.22	*25,076,828.00	*12,328,645.22	1,466.41
1893	8,401.76	45,003,680.51	32,622,594.42	12,381,086.09	1,474.81
1894	8,489.88	40,699,679.92	28,020,531.03	12,679,148.89	1,493.56
1895	8,486.36	35,835,910.47	24,726,072.45	11,109,838.02	1,309.25
1896	8,495.07	41,841,292.55	28,735,652.59	13,105,639.96	1,542.85
1897	8,478.63	38,269,503.04	25,336,714.38	12,932,788.66	1,513.54
1898	8,484.16	45,944,596.00	29,813,031.67	16,135,564.33	1,901.84
1899	8,514.51	48,466,158.44	31,476,771.68	16,986,386.76	1,994.64
1900	9,171.49	52,074,571.77	35,409,424.92	16,665,146.79	1,815 04

*Three C., B. & Q. lines not operating.

COMPENSATION OF RAILROAD EMPLOYES IN IOWA.

YEAR.	Number	Yearly compensation.	Average daily compensation
1878	13,518	*	
1879	15,341	*	
1880	18,985	*	
1881	21,974	*	
1882	17,273	$ 8,329,810.31	$1.72
1883	27,112	13,164,288.07	1.55
1884	26,731	13,970,661.65	1.66
1885	25,666	13,028,067 66	1.69
1886	25,761	13,677,780.53	1.69
1887	29,088	15,146,234.84	1.66
1888	30,794	16,235,348.31	1.68
1889	24,642	14,212,590.27	1.67
1890	24,351	16,218,183.69	2.12
1891	27,589	16,264,938.45	1.88
1892	30,192	17,870,915.89	1.89
1893	31,127	16,389,373.68	1,68
1894	29,308	16,378,740.81	1.78
1895	24,107	14,168,803.35	1.87
1896	28,165	16,052,796.79	1.82
1897	26,690	15,157,519.49	1.81
1898	30,009	17,280,215.01	1.83
1899	32,385	18,406,383.76	1.82
1900	37,696	21,363,319.55	1.80

* No data.

AUTOMATIC COUPLERS AND TRAIN BRAKES.

Number of cars equipped and number of employes and accidents to employes from coupling cars and falling from trains.

YEAR	Number of all cars.	Equipped with automatic couplers.	Equipped with power or train brake.	Number of employes.	Number killed coupling cars.	Number injured coupling cars.	Number killed falling from trains.	Number injured falling from trains.
1878	29,057			13,518				
1879	31,584			15,341				
1880	54,451			18,985				
1881	67,510			21,974				
1882	85,206		1,531	17,273	16	182	31	57
1883	98,106		1,814	27,112	16	98	33	42
1884	103,337		1,917	26,731	8	109	10	57
1885	102,835		2,200	25,666	13	174	16	34
1886	106,178		2,164	25,761	10	126	25	38
1887	91,097		2,545	29,088	9	134	23	39
1888	113,975		1,864	30,794	19	240	32	52
1889	120,757	4,210	3,630	24,642	8	149	5	44
1890	127,404	9,194	10,422	24,351	14	203	17	53
1891	130,103	18,178	14,395	27,589	13	242	23	82
1892	149,731	34,315	29,047	30,192	14	196	28	63
1893	142,730	49,871	39,206	31,127	10	196	22	68
1894	127,171	40,558	37,784	29,308	7	91	17	32
1895	158,721	58,862	53,078	24,107	5	80	20	37
1896	182,529	70,718	87,050	28,165	6	97	19	35
1897	171,909	101,851	90,684	26,690	7	80	14	55
1898	176,035	142,638	105,323	30,009	4	75	18	56
1899	190,730	180,505	127,907	32,385	12	72	12	64
1900	200,814	188,656	134,691	37,696	8	59	20	59

ACCIDENTS TO PERSONS IN IOWA.

YEAR.	KILLED.			INJURED.		
	Passengers.	Employes.	Others.	Passengers.	Employes.	Others
1878	20	29	31	51	137	35
1879	2	42	40	12	103	39
1880	5	37	38	9	140	34
1881	7	67	34	17	146	31
1882	7	89	69	61	502	72
1883	4	82	65	25	255	50
1884	6	72	51	47	343	59
1885	9	72	75	89	720	66
1886	8	61	62	35	336	74
1887	8	59	65	28	354	58
1888	10	101	69	77	564	86
1889	4	35	33	25	442	46
1890	9	73	69	67	579	101
1891	5	82	91	80	601	92
1892	23	80	76	64	258	77
1893	17	81	79	78	682	64
1894	7	48	90	62	367	62
1895	4	47	82	39	330	74
1896	6	36	94	62	411	84
1897	27	40	90	81	291	86
1898	5	44	114	30	301	70
1899	14	62	95	101	348	128
1900	9	70	143	82	449	136

ORGANIZATION OF BOARD.

On January 3, 1900, Edward A. Dawson, of Bremer county, having been re-elected railroad commissioner, qualified, and the board organized by the election of Commissioner David J. Palmer, as chairman and Dwight N. Lewis as secretary for the ensuing year. C. F. Boylan was appointed clerk. Respectfully submitted,

DAVID J. PALMER,
EDWARD A. DAWSON,
W. MOWRY.

Attest:
DWIGHT N. LEWIS,
Des Moines, Iowa, December 3, 1900.

DECISION OF COMMISSIONERS.

DECISIONS OF COMMISSIONERS.

No. 1869—1898.

COREY COAL COMPANY, LEHIGH.
v.
CROOKED CREEK RAILROAD & COAL CO. } *Rehearing.*

Complaint filed November 4, 1897.

Petition for rehearing filed by respondent May 4, 1898.

DECISION OF BOARD ON REHEARING.

This case has been fully reargued and submitted to the Board upon rehearing.

There has been a change in the membership of the Board since the first hearing, and a majority of the Board are inclined to modify the decision reached at the first hearing, and have fixed as a reasonable charge for the switching of empty and loaded cars to and from the mines of the Corey Coal Company, two ($2.00) dollars per car. The $2.00 is intended to cover the total charge for the switching of empty car to, and loaded car from said mines.

Done at Des Moines, Iowa, this 30th day of January, 1900.

THE HUBBARD ACCIDENT ON CHICAGO & NORTH-WESTERN RY.

REPORT OF COMMISSIONERS.

STATE OF IOWA,
THE BOARD OF RAILROAD COMMISSIONERS.

No. 2095—1900. DES MOINES, April 5, 1900.

To Hon. Leslie M. Shaw, Governor of Iowa:

SIR—The Twenty-seventh General Assembly of the State of Iowa, by request, of Senator J. Wallace, passed the following concurrent resolution:

Be it resolved by the Senate, the House concurring, That the Railroad Commissioners of the State of Iowa are hereby requested to investigate a wreck which occurred on the Northern Iowa Division of the Chicago & North-Western railway at Hubbard, Hardin county, Iowa, February 17, 1898, in which wreck two employes of the road, an engineer and a fireman lost their lives, and another employe was seriously injured, and report to the governor the results of their investigation. And also have their report printed in the Railway Commissioners' Report, provided that such report shall not be evidence, or referred to in any case or in any court.

In accordance with the terms of such resolution, the Board appointed June 9, 1899, at Hubbard, Iowa, for a hearing in the matter, the railway company being so notified, and Senator Wallace being furnished with blank subpœnas for service upon such persons as he might desire to have appear before the Board.

On date named Commissioners Dawson, Palmer and Mowry were present at said town of Hubbard, and such witnesses as appeared before them were examined and

the Board made a personal inspection of the premises at or near which the accident occurred.

The Board herewith submits as a part of this report complete transcript of the testimony taken at such hearing, together with an abstract of same.

From the testimony submitted the Board finds that on February 17, 1898, about 10:20 P. M., freight train No. 26 going east on the Northern Iowa Division of the Chicago & Northwestern railway collided with freight train No. 23, going west on said line, at or near the station of Hubbard; that each of said trains was being hauled by two engines; that the night was clear; that train No. 26 had the right to use the main line at this time; that train No. 23 had received orders to meet No. 26 at Hubbard, and was preparing to go in on the siding at the station of Hubbard as per rule 105 of the Chicago & North-Western book of rules, when the accident occurred; that the second car of the east bound train, being a car of grain, by the force of the collision, telescoped the car immediately following the second engine, and crushed the cab and tender of said engine against the boiler head, thereby causing the death of the engineer and fireman who were on said second engine; that the head breakman of said east bound train No. 26 was severely hurt, but that no others suffered any serious injury.

The testimony accompanying, and made a part of, this report will disclose all the facts the commissioners have been able to obtain relative to this accident, and the cause of the death of the engineer and fireman who lost their lives in such accident.

The board has left the matter open until this time, that additional testimony might be offered concerning the subject matter of this investigation, but believing that nothing can be gained by any further delay, the report is respectfully submitted.

The Board of Railroad Commissioners, by

DWIGHT N. LEWIS, *Secretary*.

IN THE MATTER OF INVESTIGATION OF ACCIDENT AT HUBBARD, IOWA,

ON CHICAGO & NORTH-WESTERN RAILWAY, February 17, 1898.

Hearing held June 9, 1899, 1 P. M. Present, Commissioners Dawson, Palmer, Mowry and Secretary Lewis; Hon Jas. Wallace; Attorney N. M. Hubbard and Superintendent Hobbs, for the railway company.

T. W. MCDONNELL, OF ELDORA, SWORN:

Examination by Commissioner Dawson.

I have charge of two engines on the C. I. & D. railway and have been with that company seven years. I have been in the railroad business thirty years.

Q. Were you employed on this line of railroad at the time of the accident at Hubbard?

A. No sir, by the C. I. & D.

Q. Have you ever had any experience in the operation of freight trains on the railroad?

A. Yes, sir.

Q. In what capacity?

A. As locomotive engineer.

Q. Are you familiar with the circumstances or any of them at the time the Hubbard accident occured?

A. No, sir.

Q. Do you remember about when it was?

A. No, I cannot say as I do.

Q. I will ask you if you ever had any experience in pulling freight trains with two or more engines attached called "double headers?"

A. No, sir, never but four times in my life.

Q. What is, in your opinion, the result of operating two engines upon a freight train, whether it increases the hazard or danger, to employees in operating trains?

A. It does to a certain extent, in my opinion.

Q. You may state, in your own way, in what manner the increased hazard is caused, or produced by the operation of trains in that way.

A. No, sir. By the leading engine dropping the rail and giving the hind crew no time or chance in jumping safely themselves. My four trips over the Chicago & North-Western I was always put in the lead, but I have heard the boys tell about being in the "sweat-box" that is, where they cannot look out for the number of cinders flying in their faces.

Q. Are you speaking of the operation of trains where both engines are ahead of the train, or when one is in the rear?

A. No, sir. Both ahead of the train.

Q. Can you state any other cause or result that would be occasioned by the operation of the train in this way other than you have given us?

A. No, I do not know as I could.

Examination by J. Wallace.

Q. In applying the air, do you think both engines can use the air on both engines?

A. No, sir. They could, but the back engine usually has got it.

Q. Is it practical in using both engines?

A. I do not think there would be any danger in that if the pump is capable.

Q. Would it pump enough to control forty or fifty cars?

A. Yes, sir, the new style pumps would enable the engine to control the train of cars.

Q. What other railroad have you been connected with?

A. I was with the Milwaukee and the Chicago Great Western.

Q. Did the Milwaukee use double headers?

A. No, sir, not in my day.

Q. Would you consider the danger increased on bridges and road-beds on account of the weight in using double-headers?

A. No, sir, not particularly on road-bed, of course a little more danger attached to bridges.

Q. If you were requested to go out on a double header, what engine would you prefer?

A. I would prefer the leading engine.

Q. It is evident that they do not feel safe on the second engine?

A. I cannot say as to that, they do not feel comfortable about it especially when cinders are flying.

Q. You heard of the wreck at Hubbard?

A. Yes, sir.

Q. You heard of two men being killed, which engine were they on?

A. They were killed on the second engine as I understand it.

Q. About what report did you hear in regard to the causes which produced the death of the two men in the second engine?

A. It seems as though this train had pulled in the station and pulled down there to side-track, they got down so far it was some time before they could get back.

Q. I refer to cause of death of men on the second engine.

A. The way I understand it the head men did not signal the back men that there was any danger ahead.

Q. That was the reason the back men could not get out?

A. Yes, sir.

Q. If they could have had the warning the first men had, they would have had a better opportunity for escaping?

A. Yes, sir.

Q. You can't see very well from the second engine?

A. Not very well.

Q. Especially if cinders obstruct the view?

A. Yes, sir.

Q. You never had any conversation with the engineer?

A. I never had any conversation one way or the other.

I do not know as I ever heard any complaints from anybody. We don't use double headers.

Q. Your experiences are as you have given them?

A. Yes, sir.

Q. Your impression would be that it was good for men in the second engine?

A. No, sir, it wouldn't.

W. E. Cross sworn.

Examination by Commissioner Dawson.

Q. What is your age, Mr. Cross?

A. Thirty years.

Q. What is your occupation?

A. I am blacksmithing a little at present.

Q. Where do you reside?

A. At Gifford.

Q. Have you had any experience in the operation of railway trains?

A. Yes, sir.

Q. How long?

A. From October 16, 1892 until February 17, 1898.

Q. In what capacity?

A. Brakeman.

Q. On what line?

A. Chicago North-Western.

Q. Are you familiar with the accident which occurred here at Hubbard about a year ago on the North-Western?

A. I am with the one I was in.

Q. You were in that accident?

A. Yes, sir.

Q. About when did that accident occur?

A. It must have been about 10:20 in the evening.

Q. In what capacity were you then working?
A. Head breakman.
Q. How many engines were attached to this train?
A. Two.
Q. Where was the train at the time the accident occured?
A. I couldn't see.
Q. Where were you at the time the accident occurred?
A. On top of the train.
Q. On the main line or side track?
A. On the main line.
Q. At what distance from station?
A. I couldn't say as to that how far we were.
Q. What came in contact with the train you were operating upon?
A. I don't know only just what I heard. They said it was another train on this line of railroad on main line.
Q. Did one train collide with the other?
A. I suppose they did.
Q. Where was the train that you were connected with at the time you collided with the other train, so far as you are able to say?
A. I couldn't see for the smoke.
Q. What place were you upon the train?
A. When I first got out on top I was on the fifth car if I remember right.
Q. Where were you?
A. On the head end of the second head car.
Q. What were you doing?
A. I was standing there.
Q. Was the train moving?
A. Yes sir.
Q. In what direction?
A. Forward.
Q. At what rate of speed, or about what rate?
A. I couldn't say.
Q. Was it moving slowly or rapidly?
A. Quite fast?
Q. About how many miles per hour?
A. I couldn't see plain enough to tell.
Q. Were you pulling in or out of the station?
A. Coming in.
Q. In approaching the train you collided with did you strike the rear end or did the other train strike you?
A. We were running and we hit something. I was on twenty-six coming from the west,
Q. Which way was the other train moving?
A. Supposed to be going west, in the opposite direction.
Q. Was it what you railroad people call a "head end" collision?
A. Yes sir.
Q. What was the other train, passenger or freight?
A. Freight train.
R. Do you know any thing about how fast that train was moving.
A. No sir.

Q. Did you know how many engines were on that train?
A. No sir.
Q. Did you know the engineer and fireman on the other train?
A. Yes sir. Schoonover and Hardin. The firemen, I never heard who they were.
Q. How near was the approaching train?
A. I didn't discover it until the collision.
Q. How many cars did you have upon your train?
A. I couldn't say for sure, but I think forty-five, part loaded and part empty.
Q. Do you know what they were loaded principally with?
A. We had quite a number of cars loaded with grain, but I do not think we had any livestock.
Q. What was the character of the engines used in drawing your train?
A. One 16-inch and one 17-inch.
Q. What is the ordinary size of freight engines used on this line of railroad?
A. Seventeen-inch.
Q. Was the second engine necessary to haul this train along this line of railroad?
A. I do not know.
Q. How are these cars provided for concerning brakes; are they hand or air brakes?
A. We had nineteen or twenty cars of air.
Q. Do you know whether on your train the air was applied before the collision?
A. Yes sir.
Q. Do you know what effect it had on the train?
A. It slowed it up some.
Q. As much as the train would be slowed up ordinarily?
A. Not so much.
Q. What was the occasion?
A. I couldn't say.
Q. Haven't you any knowledge or opinion on that question?
A. They might not have had the full pressure of air.
R. On applying air on trains of this kind which engine applies the air?
A. The head engine.
Q. Does the rear engine do any part in applying the air?
A. No sir, not as a rule.
Q. Your train, as you understand it, was just pulling into the station; it had not reached the station?
A. No sir.
Q. Had you received any order at this station?
A. Not at this station. We had orders at Radcliffe to meet twenty-three here.
Q. Had you pulled up to the station and passed the station?
A. I couldn't see where we were.
Q. Why couldn't you see at that time?
A. On account of the smoke.
Q. Did you hear the whistle sound in any way.
A. One short blast of the whistle.
Q. What did that mean?
A. For brakes.
Q. Were you attempting to set the brakes?

A. I set one brake.
Q. While doing that did the collision occur?
A. No sir.
Q. How long after?
A. About two seconds, as well as I can remember.
Q. Was there any loss of life occasioned by that accident?
A. Two killed; Hollander and Osborn.
Q. They were employed in what capacity?
A. Engineer and fireman, in charge of engine 376 on No. 26.
Q. Did you observe at the time of the accident whether on your train the engine or cars were derailed?
A. I couldn't say.
Q. Didn't you notice that?
A. No sir.
Q. Were you injured in the wreck?
A. Yes sir.
Q. About to what extent?
A. Quite seriously, I think.
Q. Were you unconscious?
A. Yes sir.
Q. Were you carried from the wreck in that condition?
A. I can't say how I got out.
Q. Did you ever see these cars?
A. No sir.
Q. What is your present employment?
A. Blacksmithing; what I can do.
Q. Were you ever in the employment of the company after this wreck?
A. No sir.
Q. Do you know whose fault it was that caused this collision or accident?
A. No sir.
Q. Have you ever had any experience in the operation of engines?
A. No sir.
Q. Are you able to say or give an opinion with reference to whether in pulling a freight train with a double header, it increases the hazard or risk in the operation of such engines?
A. Yes, sir, I think it does.
Q. In what respect?
A. There are three men—engineer, fireman and head brakeman, that can't see ahead.
Q. If you had had one engine that night and the engineer had called for brakes, what would have been the ordinary result in acting as head brakeman?
A. I think I could have got off.
Q. You could have seen the approaching train?
A. Yes, sir.
Q. On account of the smoke, etc., you were unable to see the approaching train?
A. Yes, sir.
Q. Do you know whether the approaching train gave any alarm?
A. I couldn't say; I didn't hear it.

Q. Did you know what the cause for the call for brakes was at the time the whistle was sounded?

A. No, sir.

Q. Have you ever had any experience with the operation of freight trains with double headers other than this?

A. Yes, sir.

Q. Where?

A. Northern Iowa.

Q. How long did you have that experience?

A. I don't know how long ago they began to use double headers.

Q. What has been the result of your experience other than it has increased the hazard and danger to employees?

A. I never got injured before in any way.

Q. Can you tell the commission how long you have been assisting in the operation of trains where double-headers were used?

A. I don't think it was quite a year.

Q. Has your experience been upon the northern Iowa division?

A. Yes, sir.

Q. Will you tell the commissioners in your own way the increased danger or hazard you believe exists in the operation of a double header upon freight trains?

A. In the first place, if the air didn't happen to work and the train crew expecting them to make the air brakes stop it, it doesn't give them time enough to stop the train with the hand brakes; in the second place, you can't see out of the second engine.

Q. The fireman and engineer on that engine would be in more danger than if they were in the front or head engine?

A. Yes, sir.

Q. The first reason you spoke of was that the second engine or additional engine, increases the hazard when the air fails to work?

A. That happens quite often.

Q. Would it be more liable to happen on a train handled by two engines than one?

A. Yes, sir; in a sense; because there are more cars.

Q. That would increase the liability?

A. Yes, sir.

Q. Do you know of any further reason?

A. No, sir; I do not know as I do.

Q. Do you know whether the comfort and convenience of the engineer is increased or decreased by riding in the second engine?

A. Of course a man sitting in a room without windows—he wouldn't enjoy himself.

Q. Isn't he in the same situation in looking ahead as though he was on the front engine?

A. No, sir.

Q. That wouldn't have any effect on the additional hazard, and the only reason you have upon this account you have given the board?

A. Yes, sir.

Q. Do you know anything else that would be material or other information that would be material upon this case that you have'nt given?

A. No, sir, I think not.

Q. Upon which engine were these men that were killed?
A. The second engine.
Q. What would be the result of seeing ahead where there was only one engine, whether the head brakeman would be able to see any distance?
A. He could unload if they couldn't stop.
Q. Could the head brakeman do that on all occasions?
A. No, sir. Not on all occasions.
Q. What kind of a night was it this accident occured?
A. The wind was blowing from the east but I don't think it was stormy.
Q. Do you know whether it was a clear night or whether it was cloudy?
A. Hazy.
Q. Are you prepared to state now about what distance a train could be seen that night?
A. In switching cars at Radcliffe we had no trouble in seeing all over the yards.
Q. What time did you leave Radcliffe?
A. We left Radcliffe at 10:05.
Q. How many brakeman were upon this train?
A. Two.
Q. Who was the other?
A. Hodge was the name of the other.
Q. What was the name of the engineer and fireman on the first engine?
A. Cobb was the engineer and Keith was fireman.

Examination by Hon. J. Wallace.

Q. You have considerable experience?
A. Some.
Q. Had you braked in any other capacity except on head?
A. Yes, sir.
Q. You have been on behind?
A. Yes, sir.
Q. You were in the second engine upon that night?
A. Yes, sir.
Q. You were obeying orders?
A. Yes, sir.
Q. About how much would you estimate the volume of smoke or what do you think if the smoke had only belonged to one engine?
A. I might have seen, I couldn't say.
Q. Do you think a single engine has sufficient capacity of air to stop forty-five cars?
A. It is owing to the capacity of the air, if there should be a leak in the train pumps it would be difficult.
Q. If there had been sufficient pressure would it have been necessary for you to have set the brakes?
A. No, sir.
Q. In your instructions to get out on the cars, what was your object.
A. To set the brakes if the air didn't work.
Q. So that you would consider the hazard as increased on account of the weight of the train to control with the air from a single engine?
A. Yes, sir.

Q. From your impression in regard to the safety in double headers as compared with a single engine, what would you say?

A. That it is not near as safe; the train is larger and requires more work; it makes one feel uneasy all the time.

Q. That was your experience?

A. Yes, sir.

Q. In your association with the engineers and firemen what would you say their feelings were as they expressed them?

A. They would all prefer to have the head engine.

Q. They did not have any choice in the matter?

A. Yes, sir.

A. The first man goes ahead and the heaviest engine goes behind.

Q. You started that night to set the brakes?

A. If they should need them. I rode on the hind engine.

Q. What are your instructions as to the position you should occupy on double headers as to which engine you shall stay in?

A. No, sir.

Q. It is optional with you is it?

A. Well, when one is in the head engine it would'nt be easy to get back.

Q. Then you would be expected to stay in the second engine and you think the danger is increased by the smoke?

A. Yes, sir.

Q. You heard the whistle for brakes, did you?

A. Yes, sir.

Q. After that you became unconscious?

A. I was thrown in the air and I heard some one halloo, I could'nt say who it was.

Q. Was there any part of the car fell on you?

A. I was hit but I could'nt see.

Q. What size cylinders do they use on this road?

A. Sixteen and seventeen-inch.

Q. Are there any larger cylinders in the use of the company?

A. Yes, sir.

Q. What size are they?

A. Nineteen-inch.

Q. Have you ever known nineteen-inch to be double headed?

A. Yes, sir.

Q. What is the given term of this engine?

A. Hog.

Q. You have known them to be hitched together?

A. Yes, sir.

Q. Have you had any experience with them?

A. No, sir.

Q. You have seen them?

A. Yes, sir; but not on this division.

Examination by Judge Hubbard.

Q. Did your train, 26,. have a right to the main line at that time?

A. Yes, sir.

Q. So that the other train you had collision with had no business on the main line at that time?

A. No, sir.
Q. It should have been on the side-track?
A. Yes, sir.
Q. So it was'nt really a double header but the fact that 23 was on the main line?
A. Twenty-three carried passengers and had to be on the main line.
Q. It was to keep out of your way?
A. Yes, sir.
Q. They did'nt do that?
A. No, sir.
Q. Was'nt that the cause of the accident?
A. It happened at that time.
Q. You had the right to the main line and 23 did'nt?
A. Yes, sir.
Q. If 23 had'nt been there the accident would not have happened?
A. No sir.
Q. If you had had half the number of cars you could have stopped quicker?
A. Yes sir.
Q. You don't think there is any danger of hauling 45 cars if no train runs into you?
A. Yes I do.
Q. Do you know that railroads haul many more cars than that?
A. They do that almost all over.
Q. One 19 inch engine would have hauled that train alone?
A. Yes sir.
Q. We have these engines, have'nt we?
A. Yes sir.
Q. It isn't regarded that forty-five cars is particularly dangerous, is it?
A. The more cars the more danger.
Q. The number of cars didn't have any thing to do with this accident?
A. No sir; unless the air didn't work.
Q. Who ordered you out?
A. I believe there is a rule requires that.
Q. How long before the accident happened did you go out on the car?
A. I think it was about a mile and a half, a mile any way.
Q. From there you rode in?
A. Yes sir.
Q. On top of the train?
A. Yes sir.
Q. The smoke was coming back to you?
A. Yes sir.
Q. You didn't see 23 until after the accident occurred?
A. I didn't see anything at all.
Q. When you were on top of the train you could have seen the headlight of 23 if it hadn't been for the smoke?
A. Yes, I think I could.
Q. Supposing the wind had been in the south?
A. I could have seen.
Q. If it had been in the north?
A. No, sir. The track curves to the right going into the town.

Q. So you came in your usual way into the station that night?

A. We were when I got out.

Q. Did you see any necessity for setting brakes until there was a call for brakes?

A. No.

Q. How fast were you going?

A. The man on top can't see how fast we will run; we can't detect the change in speed.

Q. When did you commence setting brakes?

A. I commenced setting brakes when they called for brakes.

Q. You were relying on the air?

A. We slowed down some; I couldn't see how much.

Q. Did you ride in the second engine?

A. Yes, sir.

Q. All the way from Radcliff until you were a mile or so from town?

A. Yee. sir. I got onto the middle of the train and walked to the engine, so probable a mile out of town before I got to the engine.

Q. Do you know what the man did on the first engine, before the collision?

A. I heard that the engineer and fireman got off just before they struck; the fireman told me that.

Examination by Hon. J. Wallace.

Q. What was the engineer and fireman called who were killed?

A. Hollender and Osborn.

Q. Do you know whether they were obeying orders?

A. They were obeying orders, I guess, so far as I know.

Q. They were in their line of duty at that time?

A. Yes, sir.

Q. Which engine whistled for brakes?

A. I don't know.

Q. What train was you on?

A. I was on train 26.

Q. 26 was obeying orders as you understand it?

A. Yes, sir.

Q. These men in the second engine were killed in carrying out the orders of the company.

A. Yes, sir; so far as I know.

Q. You said you didn't know which engine signaled for brakes?

A. No, sir; I couldn't say.

Q. Hollander and Osborn were operating in the engine which you left?

A. Yes, sir.

Examination by Commissioner Dawson.

Q. Could you distinguish that it was one of the engines attached to your train that called for brakes?

A. I couldn't say for sure that it was.

Examination by Commissioner Mowry.

Q. Is there more than one way to couple engines together?

A. We couple them with pilot bar one way and the other by couplers. These engines were coupled by pilot bar.

Q. Which is the most dangerous?
A. The pilot bar.

Examination by Commissioner Dawson.

Q. Why?
A. Because they are smaller and will bend or break easier.
Q. Is that the only increased danger?
A. That is all I know of between the different couplers.
Excused.

D. F. WELCH, SWORN:

Examination by Commissioner Dawson.

Q. What has been your experience in railroading?
A. I was on the track department for about twenty years.
Q. How recently have you been employed by the railroad company?
A. About a year and a half ago.
Q. What company did you work for?
A. Chicago & Northwestern, at Eagle Grove.
Q. Are you in its employ now?
A. No, sir.
Q. What duties were required of you while working for the C. & N. W.?
A. Supervising the track work.
Q. Did you ever have anything to do with the operating department of any railroad?
A. No, sir.
Q. In acting in the capacity of engineer, brakeman or fireman?
A. No, sir.
Q. Have you any personal knowledge of the increased hazard, if any, in operating two engines upon one train?
A. No, I don't know as I know very much about that. It would be a little inconvenient to parties on the hind engine.
Q. Do you know whether or not there would be increased hazard or danger to the employes on the train where two engines were operated instead of one?
A. No, I don't know as I could give you knowledge of that.
Q. Have you ever had any trouble with your tracks; did the rails ever spread?
A. Sometimes; side tracks may be.
Q. Ever on the main line.
A. No, sir.
Q. Ever have any bridges go down?
A. No, sir.
Q. You have had side tracks spread?
A. Yes, sir.
Q. Did you have double headers that caused any trouble of that kind?
A. No, sir.
Q. What size cylinder engine was it when side tracks spread?
A. I don't know; common freight engine.
Q. Did you ride on an engine at any time?
A. Yes, sir.
Q. Ever on a double header?
A. No, sir, not any distance.

Q. In your experience with men who were operating trains, did they consider it more dangerous to life to ride on the hind engine than on the first?

A. Yes, sir.

Q. Did they express themselves in that way?

A. Yes, sir.

Q. Would you consider it more dangerous from your experience?

A. I would'nt care to be on either of them.

Q. Your conversation with men showed that they preferred to go out on the second engine?

A. There has been a good deal of complaint. They said they could'nt see on account of cinders; it has been the general conversation, that they did'nt like it, that they considered it dangerous.

Examination by Judge Hubbard.

Q. Were you road master?

A. Yes, sir.

Q. How much road did you have.

A. 145 miles.

Q. How long were you road master?

A. Nine or ten years.

Q. When did you quit?

A. A year ago last November.

Q. What business are you engaged in now?

A. Butchering.

Q. At Eagle Grove?

A. Yes, sir.

Excused.

F. A. PACKARD, SWORN:

Examination by Mr. Wallace.

Q. You may tell the commission what experience you have had with railroading.

A. I was employed about five and one-half years as locomotive fireman, then I was employed as engineer about one year and three months.

Q. You have had experience in running double headers?

A. Yes, sir.

Q. You may tell us what is your experience in running, as to the danger in running houble headers compared with single engines; state in your own way what you think about it.

A. I always thought I would rather stay at home than go out on a double header, especially on second engine.

Q. For what reason?

A. Because I considered it unsafe.

Q. Give us your reasons for considering it unsafe.

A. Generally speaking, I think on double headers it is safe, but there are times in every trip when it is unsafe to be on the second engine. Smoke blows in front of the second engine and cinders flying so the engineer could'nt see beyond the tank of the engine in front of him.

Q. Did you ever have any experience in double heading?

A. Yes, sir.

Q. Which engine did you occupy?

A. I don't know, there was no difference. I went just as it happened.

Q. You have had experience on both?

A. Yes sir.

Q. In the front engine did you feel as comfortable with the engine following as if it had been a box car?

A. I could'nt say it was as safe as a box car.

Q. You never refused to go out on second engine?

A. No, sir.

Q. Did you ever make any protest?

A. I never made a protest and I don't know of any man that ever did.

Q. What would be the result if you made a protest?

A. I should expect to be discharged.

Q. On what ground?

A. For not going when I was called.

Q. Did you think any argument that you might have would have any effect?

A. I do not believe it would have any effect, but I never had any experience.

Q. Your opinion is that it would not be heeded?

A. Yes, sir.

Q. You believed it was necessary to go in order to hold your job?

A. Yes, sir.

Q. Do you always watch the track from the second engine?

A. No, sir.

Q. You run "blind?"

A. Yes, sir. Generally between towns we run with the windows closed, but on approaching towns we usually tried to look ahead.

Q. Did you ever hear of any lack of harmony between the engineers on double headers?

A. The men first had generally orders to go ahead.

Q. And the conductor and engineer in the first engine dictate the movements of the train?

A. There are conditions under which he cannot go ahead.

Q. You would prefer to go on the head engine?

A. Yes, sir.

Q. You would prefer to go with one engine.

A. Yes, sir.

Q. Did you ever hear of any man in the employ of the C. & N. W. who felt perfectly safe in a double header?

A. I never heard any such expression; it is the general conversation it was dangerous.

Q. Did you hear much of that when Hollender and Osborn lost their lives?

A. There was a good deal of talk about it at that time.

Q. What was the sentiments as to the cause of the loss of life of those two men in that second engine? Who was on the first engine, in 26?

A. I don't know of my own personal knowledge.

Q. Who did you hear was on?

A. Mr. Cobb, on 26.

Q. Who was his fireman?

A. Keith.

Q. They are living and enjoying good health?

A. Yes, sir; so far as I know.

Q. You know that Hollander and Osborn were killed in the second engine.

A. Yes, sir.

Q. What was the general reason given for the death of those two men on the second engine by the employes of the road and the men you came in contact with?

A. It was talked among the men that it was due to double headers.

Q. Why was it due to double headers? Why didn't they jump?

A. They didn't know they were in danger.

Q. You have given your reasons for operating double headers unsafe?

A. Yes, sir.

Examination by Commissioner Dawson.

Q. How much experience have you had with reference to the actual operation of double headers upon your trains?

A. I couldn't say.

Q. How frequently were you required to operate them, or to assist in their operation?

A. I couldn't answer that.

Q. Was it frequently?

A. Yes sir, it was frequently.

Q. For what length of time while you were employed by the company?

A. I never fired very much on a double header but they commenced running double headers a short time before I was promoted.

Q. Your present experience with double headers was while you were an engineer?

A. Yes sir.

Q. Under ordinary conditions what number of cars is hauled by double headers?

A. It is owing altogether to the circumstances. Whether they are loaded or empty cars, but we hardly ever had more than 45 cars. That was generally considered the limit.

Q. While you were engaged as engineer by the company were those cars usually furnished with air brakes?

A. If they were in the train they were generally ahead.

Q. You controlled the train by the air?

A. Yes sir.

Q. In using and operating these trains with two engines did more than one engine apply the air?

A. No sir.

Q. Only one?

A. That was the instructions and the rule that the head engine should control the air.

Q. Did you experience any difficulty as a rule in controlling your train?

A. No sir. Not when I was running head engine.

Q. When you were on the rear engine you say that unless you were approaching towns or passing through or expecting to see some thing you kept your window closed?

A. Yes sir.

Q. That was the ordinary custom so far as you know that engineers do that?

A. So far as I know from conversation, the men all do that.

Q. Was that true with engineers generally on the rear engine?

A. I think it was.

Q. If you should be approaching towns or passing through and the head engine should call for brakes, would you pay any attention to that in the rear engine?

A. I would try to find out what they were calling for brakes for.

Q. Is there any other signal when an engine is approaching danger except to call for brakes?

A. Not that I think of now.

Q. If you were on the rear engine and brakes were called for by the head engine, would you pay any attention to that as an engineer?

A. Yes sir, I would.

Q. What would you do?

A. I would reverse my engine and then prepare to get off.

Q. Would you make any effort to ascertain the cause and whether there was any obstruction on the track?

A. That would of course be owing to circumstances. If a train was going so I could get off I would get off.

Q. Would you regard a train moving 4 to 8 miles an hour that it would be extremely dangerous to get off?

A. No sir.

Q. What do you base your judgment and opinion upon with reference to the increased hazard or danger to the employes where two engines are used upon the train?

A. That is a hard question to answer.

Q. That is the real question perhaps, of course you can give in your own way the answer to it.

A. Well it seems that the momentum of the train has more effect upon the second engine than upon the first engine.

Q. Supposing a head end collision occurs, what would be the increased danger or hazard to lives?

A. The front end of the tank raising and slipping over the back of the cab.

Q. Do hou know of any other hazard, not with reference alone to head end collisions, but generally?

A. That is the only way I know to answer, the momentum of the train seems to have more effect on the rear engine than it does on the head engine.

Q. If the train was'nt moving more than 4 to 8 miles an hour?

A. It would be owing to the character of the train how it was loaded?

Q. What distance could a train be stopped by air brakes?

A. It is owing to the number of air brakes in the train.

Q. Where the engineer had reasonable control of his train?

A. If he had one half to two thirds with air, he could stop within a short distance.

Q. What would you say would be that distance?

A. At a speed 8 miles an hour?

Q. Not more than that?

A. Well, I should say not greater than 5 car lengths.

Examination by Mr. Wallace.

Q. How would you consider the danger to the men in the second engine compared with the first as to their escape in an head end collision?

A. Well, if they had the same warning as the men in the head engine, their chances would be as good.

Q. Is it possible to have the same warning?

A. Not unless it is given by some noise.
Q. Do you consider the head light of any advantage?
A. Not on the second engine.
Q. On the first engine?
A. Yes sir.
Q. Do you think the chances for escape on the first engine are better than on the second engine?
A. Yes sir; of course the men in the first engine in case of obstruction on the track would have the better chance to escape, perhaps.

Examination by Commissioner Dawson.

Q. Have the rear engineer and firemen any view from the cab window in front or advance view, can they see any thing ahead of the second engine?
A. By leaning away out of the cab window you can see the track ahead of the first engine. If you looked out of the front window you would simply see the front engine.
Q. Would you be able to see a train on the track ahead of you?
A. You probably would if it was day light and the train was a considerable distance from you.
Q. Would you be able to see the head light at night.
A. It would be owing to the lay of the country, but if the track was straight and the country level you could see it at a distance.
Q. What would be the shortest distance you could see that from your engine?
A. It would be nice work to answer that question.

Examination by Mr. Wallace.

Q. What size cylinder engine did you run?
A. I run on sizes from 15x24 to 19x24.
Q. Did you ever see a 19 double headed?
A. Yes sir.

Examination by Judge Hubbard.

Q. I suppose it is generally considered more dangerous to ride in an engine than the coaches?
A. Yes sir.
Q. The engineer is paid for that is'nt he?
A. Yes sir.

Examination by Mr. Wallace.

Q. Does he get any more on the first engine than on the second?
A. No sir.
Q. The same pay.
A. Yes sir.
Excused.

MICHAEL MUIR, SWORN:

Examination by Commissioner Dawson.

Q. What is your age, Mr. Muir?
A. 32.
Q. Where do you reside?
A. Have been at Eagle Grove.

Q. Where do you reside now?
A. I guess you can call it there yet,
Q. What is your occupation?
A. Has been that of a railroad man.
Q. In the employ of what company?
A. Chicago & North-Western.
Q. How long have you been engaged in that business?
A. Since '91.
Q. In what capacity?
A. Fireman and engineer. Seven and one-half years as a fireman and three months as an engineer.
Q. Upon what trains, passenger or freight.
A. Mostly freight.
Q. Have you had any actual experience in the operation of trains where two engines have been used?
A. Yes, sir; a little.
Q. How much experience have you had?
A. Not very much.
Q. Have you assisted in the operation of such trains?
A. Yes, sir.
Q. How frequently?
A. I can't tell the number of times.
Q. Frequently or not?
A. Just as it happened.
Q. How many times a month?
A. I couldn't state.
Q. Have you acted as engineer upon the front and rear engine?
A. Yes, sir.
Q. Did you regard the operation of a train with two engines more dangerous than with one? As far as employees are concerned?
A. Yes, sir; a little.
Q. In what way?
A. In the first place the second man couldn't see so good.
Q. Any other reason?
A. I don't know there is much, but he hasn't got the show the first man has.
Q. In operating these double headers, isn't it usually and ordinarily the custom of the engineer and fireman to keep a lookout on the rear engine?
A. As much as possible.
Q. Has it been your custom through the window or putting your head out or body through the window?
A. Yes, sir; quite frequently.
Q. What objection is there to that as a rule?
A. The getting cinders and smoke in the eyes.
Q. In approaching towns and passing through towns you adopt the above custom so as to look out there more than passing between stations?
A. I always tried to see.
Q. If in the operation of a rear engine what would you do, supposing the head engineer called for brakes?
A. I would open the sand lever and assist in stopping. I would'nt reverse if brakes were good.

Q. Can the engineer on the second engine tell whether the head engine is controlling the train?

A. He can tell if the air works, by watching.

Q. Where would you have to look.

A. Look to the brake chute.

Q. On your own engine?

A. Yes. sir; could almost feel it.

Q. Would you know that as readily as the head engineer?

A. Almost.

Q. Would you make any effort under such conditions to see whether any obstructions were on the track or what the cause was for calling for brakes?

A. I certainly would.

Q. What does that mean to the engineer, fireman or brakeman where brakes are called for?

Ar Danger ahead—stop.

Q. It means danger ahead as a rule?

A. Most always; it is certainly to stop.

Q. It means danger?

A. Couldn't always tell what it is.

Q. Would you upon hearing that call for brakes try to ascertain whether there was any obstruction ahead?

A. Yes, sir.

Q. How?

A. By trying to look ahead.

Q. Is there any difficulty or does the engineer have any difficulty if he looks out of the cab window to see from the second engine?

A. It is difficult to see around, sometimes smokes so you couldn't.

Q. Is it frequently smoking on both sides of the cab?

A. That is according how the wind is.

Q. As a rule the smoke is one side or other of the track?

A. Some times.

Q. You are referring now to smoke from the head engine?

A. Yes, sir.

Q. If smoke obstructs the view of the engineer what would be the duty of the fireman?

A. To ascertain what it was if possible.

Q. Is his duty in that respect equal to the engineer?

A. He is supposed to look and see.

Q. Everyone is supposed to ascertain as quickly as possible the cause for calling for brakes?

A. Yes, sir.

Q. Were you present at the time this accident occurred at Hubbard?

A. No, sir.

Q. All you know and the cause of that or result of it was what you heard from others?

A. Yes, sir.

Q. You have no personal knowledge of your own with reference to it?

A. No, sir.

Q. Are you an employee of the C. & N. W. now?

A. No, sir.

Examination by Mr. Wallace.

Q. Did you leave the employ of the C. & N. W. voluntarily?

A. I quit.

Q. You say when the signal is given for brakes, that it would be the duty of the men in the second engine to ascertain the cause? What would be the chances of the men in the second engine to get out; what has been your experience in regard to the opportunity ot the men on the second engine to escape after the signal has been given by the first engine?

A. It is generally a little later.

Q. Have you ever given the danger signal on the first engine?

A. Don't think I did.

Q. You would have an opportunity to jump very shortly after you had given the signal?

A. Yes.

Q. The second men wouldn't have that opportunity?

A. They would have the opportunity as soon as they heard it.

Q. They wouldn't see the danger any quicker?

A. No, sir.

Examination by Judge Hubbard.

Q. I suppose if the engineer of double header should see another train on the track he would give the signal as soon as he saw it?

A. Yes, sir.

Q. If you were in the second you would hear it?

A. Yes, sir.

Q. You would have as much opportunity to protect yourself?

A. Only the difference in time.

Q. While he was giving the signal, that would be almost instantly, that would be about the same notice of danger as the head engineer would have?

A. Yes, sir.

Q. If that is so then the only reason you would prefer to be ahead is that cinders and smoke are such that you can't see, is'nt that about the only difference?

A. Yes, sir, and sometimes you can't see.

Q. Well, you can hear?

A. Would like better to see.

Q. If it was night time; if there was an engine coming toward you on the main line, could'nt you see the reflection of the head light of the train you were to collide with about as readily as the head engineer?

A. If we had a straight track and it was clear.

Q. If the track was straight the reflection of the head light will show on the approaching engine; that would show even in the smoke, you could see it?

A. You can to a certain extent.

Q. You can see it as far as the first engineer?

A. They could'nt see it quite so good.

Q. Supposing now the head engineer could'nt actually see it, he could see the reflection on the track?

A. Yes, sir.

Q. If the engineers on both of them, are not looking out for it, they couldn't see it and would nt that be evidence that they were not attending to their business? If there were only two seconds between the time of seeing the approaching train

and the collision, wouldn't that be evidence to you that none of the engineers were attending to business?

A. It would seem something was wrong.

Q. Do you know why Mr. Packard left the employ of the company?

A. I heard why.

Q. You heard that he was cutting somebody's hair in his cab, and that was why he was discharged?

A. I did'nt hear it just that way.

Q D.d you quit voluntarily?

A. Yes, sir.

Q. You were'nt notified to quit?

A. Not exactly.

Examination by Mr. Wallace.

Q. If an engine is approaching close to you and you are in the second engine is your opportunity for seeing a light as good as the first engineer?

A. I said not quite so good.

Q. Well, say forty or fifty feet?

A. That is pretty close; if you were pretty well out the window I guess you could.

Q. The company would not require you to do that in the service?

A. You are required to keep a lookout.

Q. I think you said that when an obstruction was on the track near you that the first engine obstructs your view so that you wouldn't know much about it.

A. No, I don't think I did. That was perhaps Mr. Packard.

Excused.

JAMES WRIGHT, SWORN.

Examination by Mr. Wallace.

Q. Where do you reside?

A. About one and a half blocks from here.

Q. Where were you at the time the accident occurred at Hubbard?

A. I was at home.

Q. About how long after the accident did you reach the scene of the collision?

A. It might have been five minutes.

Q. You got there as quickly as you could?

A. Yes, sir.

Q. How many engines were there?

A. There were three engines there, I think; I won't say for sure. It might have been four.

Q. Who did you see first after you got there? The rai road employes?

A. I couldn't tell when I got here; I heard a man hollering and there was steam and smoke in the air; I went in the direction from which the sound came and saw a man's body waving in the air; afterwards found he was the engineer who was in the second engine.

Q. Did you see the engineer or fireman of the first engine?

A. Cobb was there tinkering about his engine, and was in his cab part of the time.

Q. Was the engineer or fireman of the first engine injured in any way?

A. Not that I know of.

Q. The engineer of the second engine was alive when you got there?

A. Yes. sir.

Q. And the fireman?

A. They found the fireman of the second engine, Mr. Cross, back of his engine in some grain—oats, principally; some of the other boys told me I didn't see the fireman at all. The engineer said the fireman was in the depot dead; I didn't go to look at him at all.

Q. You may state what the engineer of the second engine said?

A. He talked very readily for one in his condition; he talked a good deal.

Q. You would consider him a man of good judgment even though suffering?

A. Yes, sir.

Q. Did you hear anything about him neglecting his duty?

A. I didn't hear anything of the kind.

Q. He was talking some, was he?

A. He was talking all the time.

Q. What did he say about the fireman?

A. He didn't say anything in regard to his duty, but said "look at my poor partner."

Q. Did he say anything about double headers or being on second engine?

A. No; but he asked the head engineer why he didn't whistle so he could have gotten out of there.

Q. The fireman you didn't see?

A. No, I didn't see him. I heard he was crushed and mangled beyond recognition.

Q. What was the location of the train where they found him?

A. The engineer was on this side of the engine and the fireman on the other; the train was headed east.

Q. You have an idea whether the fireman jumped on the ground or was thrown out?

A. I should judge he was where he should have been in the cab. The engineer had the appearance, to me, of having made an effort to get out.

Q. He didn't make that explanation?

A. That is what I thought he attempted to get off. He said to Cobb: "Why didn't you give me a signal?"

Q. The men on the front engine were all right?

A. Yes, sir.

Examination by Mr. Dawson.

Q. Did you observe the condition of the second engine after the accident?

A. Not particularly, they were all broke to pieces. I helped to get the engineer out, and when we got him out there was nothing more to be done, and we went along with the crowd to the hotel where they had the engineer and in the morning I went down there and I think the wrecking crew was there and had disturbed things some, I don't know how the engines were.

Q. Did you observe whether all the cars were off the track?

A. I could'nt state as to that.

Q. Did you observe any thing with reference to the rear engine, as a matter of fact you did not know upon which train the two engines were?

A. It was upon the train going east.

Q. Did you observe anything with reference to the condition of the rear engine of the east bound train?

A. It was all smashed in at the back end where we were doing the work.

Q. Do you know whether it was derailed?.

A. I don't know.

Q. You don't know whether you reached there the next morning before it was disturbed?

A. No, sir.

Q. Can you tell about the number of cars that were disturbed upon the east bound train?

A. I could'nt say.

Q. Is there anything with reference to that accident that you have'nt disclosed to Mr. Wallace?

A. No, sir.

Q. Do you know anything with reference to that you have'nt already testified about?

A I can't think of anything that would be of importance.

Q. You reached the scene of this wreck very shortly after it occurred?

A. Yes, sir. There was a noise and I thought something was wrong and I hustled out and found it was that way.

Q. Do you know whether the head engineer or fireman, or both left the head engine before the collision?

A. No, I don't know, but it is said they jumped.

Q. Did they say that that evening?

A. Yes, that was the general talk.

Q. Did the fireman or engineer say anything about it?

A. No, sir, when I first went down there they were quite talkative, but after while they would'nt say anything.

Q. Did you have any conversation with the engineer or fireman of the west bound train that night?

A. No, sir.

Excused.

J. J. LOAR, SWORN:

Examination by Mr. Wallace.

Q. Were you about this wreck?

A. Yes, sir.

Q. About how long after the collision occurred?

A. I don't think it could have been more than fifteen minutes.

Q. How many engines in the wreck?

A. Four.

Q. What employees did you see or recognize as employees?

A. I only knew those that said they were. I could see that man in the second engine and the brakeman I saw and I think the fireman and engineer of the head engine.

Q. Where was Mr. Cross located in the train?

A. I think the first car behind the engine; he was in the grain.

Q. Did you see the fireman of the first engine?

A. Yes, sir.

Q. You saw the engineer?

A. Yes, sir.

Q. On the second engine?

A. I saw the gentleman fast.

Q. Did you hear any explanation from the man on the second engine?

A. I wasn't close enough to hear him except when he groaned.

Q. There is no question in your mind about the men escaping from the first engine unhurt?

A. No, sir.

Examination by Commissioner Dawson.

Q. You didn't see anything with reference to this train after the accident?

A. No, sir.

Q. Did you observe anything with reference to the condition or location of the engine?

A. I noticed they were clear of the west switch.

Q. Did you notice anything with reference to the west bound train; did they both have two engines?

A. Yes, sir.

Q. You are certain about that?

A. Yes, sir.

Q. Did you notice anything with reference to the rear engine of the east bound train?

A. Yes, sir.

Q. What was its condition with reference to its track?

A. I couldn't say whether it was on or not.

Q. Where did it apppear to be injured most?

A. My attention was called to the back end. It looked as though the car behind had shoved the tender right in.

Q. Do you know whether the head engine was off the track or not?

A. I don't know. I hardly think it was off.

Q. Were either of the engines on the other train on or off the track?

A. Think they were both on.

Q. Do you know whether the rear engine of the west bound train was injured?

A. I think the rear engine of the west bound train wasn't so badly hurt but they thought it would run into Eagle Grove.

Q. Are you able to say whether it was the rear or head engine that was badly damaged?

A. My best recollection it was the rear engine.

Q. Do you know whether the engineer or fireman on that engine were injured?

A. I suppose no one was injured except those mentioned.

Q. What was the condition of the first engine on the west bound train?

A. I think the front end was prettly badly damaged.

Q. Do you know whether they jumped from the west bound train?

A. I don't believe I heard that mentioned.

Q. Did you see these engines or cars the next morning before they were disturbed by the company?

A. I think not. I got up quite early, but in the winter time it is quite late at day light.

Q. Do you know anything about the number of cars that were injured in the west bound train?

A. No, sir, I don't know.

Q. You have no personal knowledge of how the collision occurred?
A. No, sir; nothing except what happened while I was there.
Excused.

W. D. HODGE, SWORN.

Examination by Judge Hubbard.

Q. You are superintendent of the Northern Iowa division, I suppose?
A. Yes, sir.
Q. For how long?
A. Since the 20th of September, 1897.
Q. You have been around railroads quite a while?
A. Yes, sir.
Q. How long?
A. I have been around railroads for nearly thirty years.
Q. Civil engineer part of the time?
A. Yes, sir.
Q. You were superintendent when this accident happened, I suppose?
A. Yes, sir.
Q. Can you tell the commissioners what led up to this and what your rules are?
A. The trains which were involved in this accident were train going east No. 26 and 23 going west. Under the rules the superior train having the right of track was east bound No. 26, which would hold the main track at the meeting point. The inferior or west bound train should take the siding. That is rule 105 in the book of rules, and they should do that unless instructed to do otherwise by the train dispatcher, which they didn't have in this case, but nevertheless No. 23 pulled out and held the main track and No. 26 did not discover this train was in the wrong place until the accident. No. 26 was all right and No. 23 was all wrong.
Q. What did you do to the engineers and firemen of No. 23?
A. Both engineers, conductors, and head brakeman were discharged on the west bound train No. 23.
Q. On account of this accident?
A. On account of this accident.
Q. For their failing to follow the rules?
A. Yes, sir. No action was taken with the train crew of No. 26.
Q. Do you know whether 23 had orders to meet 26 at Hubbard?
A. Yes, sir.
Q. What station is this just east of Hubbard?
A. Lawn Hill.
Q. They had orders there to meet 23 here?
A. My recollection is that they received their orders at Gifford and No. 26 received theirs at Radcliffe.
Q. So all these engineers knew that these two trains would meet at this place?
A. Yes, sir.
Q. Which engineer and which conductor were supplied with copy of that order?
A. The rule provides definitely and the engineers had copy of the rule. They are required to have them with them always.
Q. Twenty three knew they had no business on main line?
A. Rule 229 clearly meets that point.
Q. You were on the ground soon afterward?
A. I was on the ground about daylight.

Q. Was 23 standing still or moving when the accident occurred?

A. Investigation showed it was standing still and investigation showed that 26 was moving about eight miles an hour; I think they had about forty cars, and the other had thirty-one or thirty-two cars.

Q. Did you learn whether the engineer and fireman of No. 23 jumped or stayed on their engine?

A. I don't think either of them got off of 23.

Q. Did the engineer of front engine of 26 get off?

A. My recollection is that the engineer of 26 did not get off, but the fireman did.

Q. The engineer who stayed on, was he hurt?

A. No, he wasn't hurt at all.

Q. Did you examine into it, why, when they were running so slow they run together; was there wind or fog?

A. The headlights were lighted on both engines.

Q. Is the track straight?

A. There is a very slight curve about where the engines met, I think only about one or two degrees.

Q. About how far could each one see?

A. They could readily see each other a little beyond the station mile board.

Q. When they were within one-half mile of each other they would be in plain sight?

A. Yes, sir.

Q. If they had been looking out would there have been any trouble in seeing each other's headlight?

A. No, sir.

Q. How long would it have taken them to stop running eight miles an hour with forty cars and twenty of them having air?

A. It would only take a few car lengths.

Q. Supposing the night was clear and the wind was in the west and the smoke was blowing, what was to prevent them from having one-half mile to see each others head light?

A. He couldn't see anything. The track curved a little to the right, that would help them to see.

Q. The head engine of twenty-six must have been in very plain sight of the head light of twenty-three standing on the main line?

A. Yes, sir. The engineer of twenty-six claimed that he thought the engine was on passing track and that was the reason he didn't stop.

Q. The engineer of twenty-three knew he was on the main line?

A. Yes, sir.

Q. He ought to have seen the head light of twenty-six and backed up?

A. Yes, sir, he should, but there was a slight grade there—I think he could have backed up.

Q. He should have given the danger signal?

A. He probably would.

Q. So the cause of the accident was the failure of these men to keep a look out?

A. The principal cause was 23 being where she had no right to be and the secondary cause that the people were not paying attention.

Q. What do you know about double headers being dangerous or not?

A. Railroading is hazardous any way.

Q. How customary among good railroads is it to run double headers?

A. All in this part of the country run them.

Q. What was the average weight of the engine in use on these western roads ten years ago?

A. I should say the average was about sixty tons.

Q. What is the average weight of freight engines that you get now, new standard freight engines?

A. The standard freight engine is considered about one hundred tons.

Q. How heavy were these engines on these double headers?

A. My recollection is they were sixty-five or seventy tons.

Q. How many cars would one of the engines pull over your track with the cars you have or what is your maximum load with one engine?

A. Sometimes we haul eighteen or twenty cars; sometimes twenty-five or more; sometimes we have heavy loads, and others light.

Q. How long were these engines running as double headers on the road?

A. A good many years.

Q. They were good engines?

A. Yes, sir.

Q. But to haul forty or fifty cars it was necessary to use two of them?

A. Yes, sir. The rate for handling freight has been decreased and it has been necessary to decrease the cost of operating.

Q. When you decrease the cost of handling you must increase the load and train correspondingly?

A. Yes, sir. When we have the large engines we pull them that way, and with small engines we put two of them together.

Q. Supposing now, you didn't make double headers, supposing you took these four engines and gave them trains, that wauld double the number of trains?

A. Yes, and make much more delay, and by additional trains is an additional opportunity for an accident.

Q. So if you had doubled your trains you would increase the chances for an accident?

A. Yes, sir.

Q. Is it a fact, that in '92-'93-'94 that a great many of your engineers were laid off?

A. Yes, sir.

Q. By running double headers didn't you increase the number of engineers by so much, and give more employment for them than if you had one hundred ton engines?

A. When one of the big engines would haul more than two of the little ones.

Q. That would give more employment to the engineers by having small engines?

A. It certainly does.

Q. They are too good to go in the scrap pile?

A. They are good engines, too good to throw away; but the tonnage has increased so greatly that it is an entirely different problem operating a railroad to-day from that it was ten years ago.

Q. What would be your opinion as to increasing the danger to employes by running double headers?

A. With a good volume of business the fewer trains the better, less opportunity for accident; with a good volume of business I can't see where you increase the likelihood to accident by running double headers.

Q. The double headers don't haul smaller trains than the large single engines?

A. This company as well as others have been taking out grades, etc., so that trains could be operated with increased safety.

Q. Did you ever ride on the second engine of a double header?

A. I think I did. I think I have ridden on every part of the train except the trucks.

Q. Would it make any difference in looking out?

A Of course if the wind blew right ahead into the train so that the smoke rolled directly back, it would obscure the view of the rear men, but that the fact is, that seldom exists; I never had trouble to see out from one side or the other.

Examination by Mr. Wallace.

Q. Do you consider the danger increased in any way to the men on the second engine more than on the first engine?

A. I do not think that it is.

Q. You think that they are just as safe on the second engine as on the first?

A. Yes, sir.

Q. Would you feel as safe?

A. Yes, sir.

Q. Would there have been any difference in the results of this accident if it had not been a double header?

A. We were running two engines on 26.

Q. You think Hollander's and Osborn's chances for escape as good as the men on the first engine?

A. I think they were just as safe; the facts of the case are that No. 23 was standing still, that when 26 struck it the cars run up against the rear engine of 26, and the second engine was in between there shoved up against the first engine, and between that and the cars. The same thing would have occurred with a single engine.

Q. Didn't you think the men on the head engine had more warning?

A. They had no reason to have.

Q. You consider their chances were just as good for escape as those on the first engine?

A. There was an opportunity to see the front headlight and it was their own fault; they are certainly expected to look out when they are expecting to meet a train.

Q. Was number 26 in any way to blame?

A. They were not so far as right of road was concerned, but as to how well they were looking out.

Q. Do you expect you could stop accidents by any rules you make?

A No, sir.

Q. You consider their chances for escape just as good?

A. Yes, sir; they could have seen.

Q. You consider them more negligent?

A. No, sir.

Q. Didn't you think that Hollander and Osborn didn't have the opportunity to jump that the men on the first engine had?

A. No, sir, I don't.

Q. You think they had just as good an opportunity?

A. Yes, sir.

Q. They lacked in diligence more than the men on the first engine, was the reason they lost their lives?

A. Yes, sir.

Q. They lacked in diligence equal to the men on the first engine?

A. Well, the probabilities are that everybody was satisfied as to what the result would be.

Q. Do you think, Mr. Hodge, that your chance for escape would be as good in the second engine?

A. I am testifying as to this case, their opportunities would be favorable for them to see.

Q. In your opinion the danger to employees in running double headers is less than with single engines?

A. On the same volume of business. If you will run the same volume of business and split it into trains, you will have greater danger.

Q. I understood you to say there was no more danger?

A. I didn't say. I said with a good volume of business the danger would be increased by splitting it into trains.

Q. I will ask you if these men on the second engine were in a more dangerous position than the men on the first engine; the man on the first engine didn't get off his engine?

A. On freight No. 26, my impression is that he didn't get off.

Q. Is'nt the second engine more dangerous?

A. Simply because it was the nearer to the cars; if there had been no second engine the cars would have piled up on the first engine.

Examination by Commissioner Dawson.

Q. You reached there the next morning about daylight?

A. Yes, sir.

Q. Had any of the cars or engines been moved prior to your reaching there?

A. I think the engines were in the same position.

Q. Any of the cars near the engine?

A. Not those next to the engine. The cars that were not in a crippled condition had been taken away.

Q. The men who lost their lives were on the east bound train?

A. Yes, sir.

Q. You say that the front cars of the east bound train crushed in upon the engine, cab and tender?

A. Yes, the second car telescoped the first car.

Q. And that was the cause of the injury to the engineer and fireman?

A. Yes, sir. That pinned them against the boiler head.

Q. Then it was your opinion that the west bound train was standing there?

A. The testimony showed that the west bound train was standing still.

Q. If there had been but one engine on the east bound train what would, in your opinion, have been the result as to injury to fireman and engineer?

A. I think the results would have been the same. They struck a practically immovable obstruction and the cars would have broken over it if it had been upon a single engine, just the same.

Q. Have you any knowledge of men on the head engine, whether they left the engine before the collision on the west bound train?

A. I have no personal knowledge because I wasn't there; all I get is from the testimony taken at the time.

Q. Were those men discharged?

A. On the east bound—no, sir.

Q. Are they still in the employ of the company?

A Yes, sir.

Q. Do you know whether either of the engines were off the track when you arrived there the next morning?

A. They were apparently on the track.

Q. Was there any substantial injury to the head of the rear engine?

A. Oh, yes; the head was crushed in and the light works knocked off.

Q. Was it crushed back as far as the cab?

A. No, sir.

Q. What is the character of the grade approaching this station from the west at the place where the collision occurred?

A. It was an ascending grade going east. The train that run into the standing train was going up grade. It is there twenty-two or twenty-six feet to mile.

Examination by Wallace.

Q. You stated the only object you had in running double headers was to employ more men?

A. No, sir.

Q. That wasn't the fact then?

A. That is an incident that grows out of it.

Q. That wasn't your object? Isn't one of your objects to give engineers employment?

A. It is a fact that we had given them more employment, and that has some weight.

Q. You only double head these small engines?

A. No, sir.

Q. You double head heavier engines?

A. Some times we double head instead of making two trains.

Q. Do you ever double head two large engines on train?

A. No, sir.

Q. Do you know any of that kind on your division?

A. No, sir; except to send the engines over the road.

Q. Hasn't it occurred recently, that 19-inch engines were double headed?

A. I don't think so.

Q. How is 521?

A. That's 19 inch.

Q. What size is 71?

A. That's 19.

Q. 49?

A. 19.

Q. Did'nt these engines go over the road recently pulling freight double headed?

A. They might have, I couldn't say if two 19-inch cylinder engines have gone double headed, unless there is some special reason for it.

Q. What about reducing the hazard?

A. That didn't increase the dividends

Q. Is the object to facilitate business?

A. The primary object in operating a railroad is to earn dividends on the property.

Q. You are not sure that these engines did not go over the road double headed?
A. I am not positive.
Excused.

W. A. GARDNER, SWORN:

Examination by Judge Hubbard.

Q. Are you Assistant General Superintendent of the Chicago & North Western Railway?
A. Yes, sir.
Q. How long have you been such?
A. Three years.
Q. What were you doing prior to that?
A. Superintendent of a division.
Q. How long have you been railroading.
A. Twenty years.
Q. For what company?
A. For the Northwestern.
Q. Did you investigate this accident?
A. Through Mr. Hodge's office—yes.
Q. Through that you became acquainted with what purported to be the facts how this accident occurred? Will you tell the commissioners how this accident occurred, giving them an account of it, and if you can tell them why you run double headers, and whether it is more dangerous to have double headers than single engines?
A. One of the fundamental reasons in operating railroads and giving one train right of road on the northern Iowa division which is south and east they have the right of road at all meeting points. According to our rules this train No. 26, had orders to meet at Hubbard. No. 23 should have headed in on the side track and not run in the main line and back to switch; No. 23 did not do that and No. 26 came in and collided with them. Negligence and disobedience on the part of the employees of No. 23 for which they were discharged. So far as the object of running double headers, it is'nt to earn dividends especially, but to work our light engines. There are times when it is necessary in order to handle business successfully we are obliged to double them up, decreasing the number of trains and increasing the number of cars in the train. I think that on this particular division, we haul a less number of cars with two engines than on any other; there is no place where we save money, but it is a help to move the traffic profitably and advantageously. If a man has twenty-two or twenty-three cars of stock we prefer to have it go in as one train rather than two. As far as the hazard is concerned there are nine divisions on the Chicago & Northwestern, and we have run more or less double headers in Iowa for the last twenty years. I have been on even the second or third engine in bucking snow, that is naturally serious. In the accidents, I should say seventy-five per cent occur with single engines, to about twenty-five per cent with double headers, and I don't know but that I would be perfectly safe in saying that it is ninety to ten. I have talked with a good many men myself about locomotives and I have talked with all of the men on different divisions of the road, I have occasion to do a great deal of business with them, but I never have heard them express themselves as believing double headers dangerous but they have said they were uncomfortable.

If we only knew when an accident was going to happen on the railroad, of course we could prevent it. After dark a head light is'nt of much account. My

observations are that more are injured by jumping off than staying on. Most accidents occur in obscure places. I want to be entirely fair about this matter; you take a locomotive and take the pilot off and couple up short, that is better than to put on a longer pilot bar. When we commenced using double headers we took the pilot bars to the forge and strengthened them.

Examination by Mr. Wallace.

Q. The per centage you gave of accidents, you considered that fair?

A. I do.

Q. You take into consideration the number of double headers in use?

A. We don't run one double header where the N. Y. Central runs a good many.

Q. That per cent is on the Northwestern?

A. On the whole line of the Northwes ern.

Q. You run double headers on your double track?

A. Yes, sir.

Q. You think you facilitated the business for the farmers and stock buyers by putting on double headers?

A. Yes, sir. The stock men have said that they were glad their stock could go in one train, and in the charge of one particular man.

Q. You run your train in sections?

A. That occurs sometimes.

Q. Did you ever run nineteen-inch engines as double headers?

A. You may have seen occasions where two nineteen-inch engines are together, but it is owing to the employes generally. There are orders against it.

Q. Those men on 26 were obeying the rules of the company?

A. Yes, sir.

Q. They were not to blame for being in the position they were in?

A. They had a perfect right to be there.

Q. The men on the second engine were killed?

A. Yes, sir.

Examination by Commissioner Dawson.

Q. What report had you with reference to the conduct of the engineer and fireman on the east bound train on the first engine?

A. My recollection is, and I am very clear about it, that Mr. Cobb didn't leave his locomotive and didn't get off.

Q. What was the proximate cause of the death or injury of the fireman and engineer of the rear engine?

A. The telescoping of the car of grain next to the engine over the tender of the second locomotive.

Excused.

The hearing was closed, but the matter was to be left open a reasonable time for the filing of any further testimony any party might desire to submit, before the commissioners made their report as required by resolution of the General Assembly.

SYNOPSIS OF TESTIMONY.

T. B. MCDONNELL, ELDORA, SWORN:

Have charge of two engines on the C. I. & D. Ry. and have been with the company seven years I have been in the railroad business thirty years. Have had experience in the operation of freight trains as locomotive engineer. Don't know

anything about the Hubbard accident. I have been on double headers but four times in my life. My opinion is that the running of double headers increases the hazard and danger to employes to a certain extent, by the leading engine leaving the rail and giving the hind crew no time or chance to jump safely themselves. In my four trips I have always been in the lead, but I have heard the boys tell of being in the sweat box, that is where they can't look out for the number of cinders flying in their faces. Don't think of any other cause for increased danger. Don't think there is any danger in applying the air if the pump is capable. The pump would control forty or fifty cars. Don't think the use of double headers is of danger to the road bed, but might be a little to bridges. If I was to run as engineer on double headers I would prefer the leading engine. I don't know whether the men on the second engine feel as safe, but they don't feel so comfortable, especially when cinders are flying. I heard of the wreck at Hubbard and heard there were two men killed in the second engine. I understand the head man did'nt signal the back man that there was any danger ahead, and that was the reason they could'nt get out. If they could have had the warning the first men had they would have had a better opportunity for escape. One couldn't see very well from the second engine, especially if the cinders were flying. I never had any conversation with the engineer.

W. E. CROSS, SWORN:

Thirty years of age. Blacksmithing now at Gifford. Have had experience in the operation of freight trains since October 16, 1892, until 17th February, 1898 as brakeman on the C. & N. W. Was in the accident at Hubbard. It occurred about 10:20 in the evening. I was head brakeman on 26. There were two engines on the train. I was on top of the train when the accident occurred. Train was on main line. Couldn't say how far we were from station. I don't know what came in contact with the train, only just what I heard the boys say. They said it was another train on this line of road on main line. I suppose one train collided with the other. I could not see where we were on account of the smoke. I was on the head end of the second head car. Was standing there. Train was moving forward quite fast, didn't know how many miles per hour. We were coming in the station. We were running and we hit something. I was on 26 going east and the other train was going west. It was a head end collision. The other train was a freight train. Didn't know how many engines were on that train or how fast it was going. I knew the engineers but never heard who the firemen were on the other train. I didn't discover the other train until the collision. Think we had forty-five cars on our train, part loaded and part empty. We had quite a number of cars of grain; did'nt have any live stock. One of our engines was sixteen inch, the other seventeen. Seventeen inch is the ordinary size of freight engines that are used on this road. Don't know whether the two engines were necessary to haul this train or not. We had nineteen or twenty cars supplied with air. The air was applied on our train before the collision. It slowed up some but not as much as the train would be slowed up ordinarily. Did'nt know why. They might not have had full pressure of air. The head engineer applies the air. As a rule the rear engine never does that. As I understand it, our train did not reach the station. We had received no orders at this station, we had orders at Radcliffe to meet 23 here. I couldn't see on account of the smoke. Heard one short blast of the whistle which meant a call for brakes and I set one brake. The collision occurred about two seconds after as well as I can remember. Two were killed in the wreck.

I was injured in the wreck, quite serious I think. Unconscious; did'nt know how I got out. Never saw the cars. I am blacksmithi g now. Was never in the employ of the company after the wreck. Didn't know whose fault it was that caused the accident. Never had any experience in the operation of an engine. I think it increases the hazard or risk in running double headers, because there are the three men, engineer, firemen and head brakeman that can't see ahead.

I think I could have got off if we had had a single engine and the engineer had called for brakes. I could have seen the approaching train. I couldn't see on account of the smoke. I didn't hear that the approaching train gave any alarm. Do not know what the cause for the call for brakes was for at the time the whistle was sounded. I have had experience in the operation of freight trains with double headers in northern Iowa. I never got injured before in any way. My experience covered about a year. All on the Northern division. If the air didn't happen to work on the head engine and the crew expecting the air brakes to stop the train, it doesn't give them time enough to stop the train with the hand brakes. You couldn't see out of the second engine. The fireman and engineer on that engine were in more danger than the ones on the first engine. The failure of the air to work would be more likely to happen on the train handled by two engines than one, because there are more cars. Don't know of any further reason. Of course a man sitti g in a room without windows wouldn't enjoy himself. The men that were killed in this accident were on the second engine. If there was but one engine the head brakeman could unload, in case an accident was about to happen, probably not on all occasions. It was a hazy night that the accident occurred, the wind was blowing from the east, but I don't think it was stormy. We had no trouble in Radcliffe in seeing the cars. We left Radcliffe about 10.05. We had two brakemen on our train. Hodge was the name of the other brakeman. Cobb was the engineer and Kei h was the fireman of the first engine. I have braked on the rear as well as the head end of trains. I was in the second engine that night. Obeying orders. I might have been able to see the other train if we had had one engine, but I couldn't say. Whether a single engine has sufficient capacity of air to stop for y-five cars is owing to circumstances. If there should be a leak in the train pumps it would be difficult. If there had been sufficient pressure it would not have been necessary for me to have set the brakes. I got out on the train with the object to set the brakes if the air didn t work. I would consider the hazard as increa ed on account of the weight of the train to control with the air from a single engine. My experience is that it is not near as safe running double headers as single engines; that the train is larger and requires more work, making one feel uneasy all the time. From my association with engineers and firemen, I would say they prefer the head engine. In going out with doub e headers the heaviest engine goes behind. There are no orders with which engine I should occupy as head brakeman on double headers, but when one is in the head engine, it would not be easy to get back, and I would be expected to stay in the second engine. The danger is increased by smoke. I heard the whistle for brakes. I was then thrown in the air and I heard some one holler. I couldn't say who it was. They use sixteen and seventeen inch engines on this road. The Northwestern also uses nineteen inch. I have known nineteen inch engines to be double headed. I have known them to be hitched together. Never had any experience with them. I never seen them on this division. Number 26 had the right to the main line at the time the accident occurred. The other train had no right on the main line at the time of the collision. It should have been on the side track. It

was supposed to get out of our way and they didn't do that and the accident occurred. If 23 hadn't been there the accident would not have happened. If we had half the number of cars we could have stopped quicker. I think there is danger in hauling forty-five cars, even if no train runs into you. I know railroads haul many more cars than that. One nineteen-inch engine could have hauled that train alone. The more cars the more danger, but the number of cars didn't have anything to do with this accident unless the air didn't work. The rule requires me to go out on the train. I think from about a mile and one half out, I rode on the top of the train and smoke was coming back to me. I never saw 23. I think I could have seen it if it hadn't been for the smoke. If the wind had been in the south I could have seen it. If it had been in the north I couldn't, because the track curves to the right going into the town. I saw no necessity for setting brakes until they called for brakes I didn't know how fast we were going.

I commenced to set the brakes as soon as they called for brakes. We slowed down some, I couldn't say how much. I rode in the second engine all the way from Radcliffe, until about a mile or so from town. I heard that the engineer and fireman on the first engine got off just before the collision. The fireman told me that. The names of the engineer and fireman who were killed were Hollander and Osborne. They were obeying orders so far as I know and were in the line of their duty. Didn't know which engine whistled for brakes. I was on train No. 26, which was obeying orders, as I understand it. The men in the second engine were killed in carrying out the orders of the company as far as I know. There are two ways to couple engines together, by the regular coupler and by the pilot bar. The pilot bar is the most dangerous. Because they are smaller and will bend or break easier.

Excused.

D. F. WELCH, SWORN.

I have been in the track department of railroading for about twenty years, until a year and a half ago. Was in the employ of the Chicago & Northwestern at Eagle Grove. Supervisor of track work. Never had any experience with the operating department of a railroad. I do not know whether there would be any increased danger or hazard to the employes on a railroad where two engines are operated instead of one. Never had any trouble with rails spreading. Sometimes on the side track, may be. Never had a bridge go down. Double headers never caused any tracks to spread in my experience. In my experience with men they seemed to consider it more dangerous to ride on the rear engine than the first engine. I wouldn't care to be on either engine. There has been a good deal of complaint. The men said they couldn't see on account of the cinders. It has been the general conversation that they didn't like it. That they consider it dangerous. I was roadmaster. Had 145 miles of road. Was roadmaster nine or ten years. Quit a year ago last November, and am now in the butchering business at Eagle Grove.

Excused.

F. E. PACKARD, SWORN.

Was employed about five and one half years as locomotive fireman. Then was employed about one year and three months as engineer. Had experience in running double headers. Always thought that I would rather stay at home than go out on double header, especially on second engine. Because I consider it unsafe. Generally speaking, I think on double headers it is safe, but there are times in

every trip when it is unsafe to be on second engine. Smoke blows in front of second engine and cinders fly, so the engineer can't see beyond the back of the engine in front of him. Had experience on both engines. When on front engine didn't feel it was as safe with engine following as if it had been a box car. Never refused to go on second engine. Never made any protest. Didn't know of any man that did. Would expect to be discharged for not going when ordered. Didn't think any argument I would make would have any effect, but never had any experience. Run "blind" on second engine. Generally between towns with windows closed, but on approaching towns usually tried to look ahead. Would prefer to be on head engine; would prefer to be with but one engine. Never heard any employe of the C. & N.-W. say he felt perfectly safe on a double header. It is the general conversation that it is dangerous. There was a good deal of talk on this line when Hollander and Osborn lost their lives. Didn't know who the first engineer on 26 was, heard the engineer was Cobb and his fireman was Keith. They are alive and enjoying good health so far as I know. I know that Hollander and Osborn were killed in the second engine. It was talked among the men that it was due to the use of double headers. The reason they didn't jump was because they didn't know they were in danger. I have frequently assisted in the operation of double headers. My experience with double headers was while I was engineer. We hardly ever haul more than forty-five cars with double header. That was generally considered the limit. If there was any cars in the train that were supplied with air they were generally ahead. I then controlled the train with the air. The instruction is that the head engine apply the air. As far as I know the men keep their windows closed between stations.

If I was on second engine and first engine should call for brakes I would try to find out the reason. There is no other signal for danger to be given that I think of now. If I heard that from the head engine I would reverse my engine and then prepare to get off. Would not regard a train moving four to eight miles an hour as going too rapidly to be dangerous to get off. It seems to me that the momentum of the train has more effect upon the second engine than the first engine, and in a head end collision the train might shove the front end of the tank and push it over into the cab. It would be owing to the load of the train. If an engineer had from one-half to two-thirds of his train in air, he could stop within a short distance at the speed of eight miles an hour, probably not greater than five car lengths. If the men in the second engine had the same warning as men in the first engine their chances for escape in head end collisions would be about equal. It is not possible to have the same warning unless it is given by some noise. I consider the headlight of advantage on the head engine. I think the chances for escape are better on the first engine, perhaps, in case of an obstruction on the track. By leaning out of the cab window in the second engine, one can see the track ahead of the first engine; probably could see a train on the track ahead if it was daylight and the train a good ways off. If the country was level, and the track was straight, you could see the headlight at night. I have run on engines from 15x24 to 19x24. Have seen nineteens double headed.

Excused.

MICHEAL MUIR, SWORN.

Thirty years of age. Residing at Eagle Grove. Has been in the employ of the Chicago & Northwestern railroad since 1891; seven and one-half years as fireman and three months as engineer; mostly freight train. Have had a little experience in the operation of trains where two engines were used, but not much. Have

acted as engineer on both front and rear engine. Think the use of double headers a little more dangerous than use of single engine. The second man can't see so good, and hasn't got the show the first man has. The engineer and fireman of rear engine are supposed to look ahead as much as possible. Quite frequently to see ahead one has to keep his head and body out of the cab window.

Always try to see when going through stations. If was upon the rear engine and head engineer should call for brakes, would open sand lever and assist in stopping. Wouldn't reverse if the brakes were good. The engineer could tell by watching, whether the air applied by the head engine is working; can almost feel it on the engine; would know that almost as readily as the head engineer. Would certainly make an effort to see if there was anything on the track ahead or what the cause was for call for brakes. It means danger ahead—stop. Danger. It always means to stop. It is difficult to see around the first engine; on account of smoke from front engine it is impossible. If the engineer couldn't see ahead the fireman is supposed to make an effort. Every one is supposed to ascertain as quickly as possible the reason for the call for brakes. Was not present the time the Hubbard accident occurred; all I know is what I heard from others. Am not now in the employ of the Chicago & Nothwestern. The chance for escape for the men in the second engine wouldn't be quite so good; don't think I ever gave danger signal when I was on first engine. Men in the second engine would have opportunity to jump as soon as they heard it. The engineer of the head engine would give the signal as soon as he saw the train or obstructton in the road. Men in the second engine would hear it. The only difference in the chance for escape would be difference in time, and that wouldn't be much: almost instantly. About the only reason would prefer to be on the head engine is on account of cinders and smoke so that one cannot see. Can hear, but would rather see. The men on the second engine couldn't see the headlight of the approaching train quite so good as the men in the head engine. If the track was straight and clear, men on the second engine might see it. I quit the employ of the company voluntarily. Was not exactly notified to quit. Engineer is required to keep a lookout ahead. I don't think I said that when an obstruction was on the track near one, that the first engine obstructs the view so that men in the rear engine wouldn't know much about it.

Excused.

JAMES WRIGHT, SWORN:

Resides at Hubbard. He had been at the scene of the accident about five minutes after it occurred. Thought there was three engines, might have been four. When I arrived heard a man hollering. There was steam and smoke in the air. Saw a man's body waving in the air, afterwards found he was the engineer of the second engine. Cobb, the engineer of the first engine, was tinkering about his engine and in the cab part of the time. Did'nt think he and his fireman were injured. The engineer was alive when I got there. They afterwards found the fireman back of his engine in some grain. I didnt see him at all. I was told he was in the depot, dead. The engineer talked very readily for one in his condition. I never heard that he neglected his duty. He said nothing about double headers or being in second engine, but asked the head engineer why he did'nt whistle so he could have gotten out. I heard the fireman was mangled and crushed beyond recognition. I should judge the fireman had stayed in the cab, but the engineer had the appearance of having made an effort to get out. The men on the front engine were all right. The second engine was broke all to pieces. I helped get

the engineer out. Could'nt state as to whether cars were off the track. The train going east had two engines. Did'nt know whether the rear engine was derailed, but it was all smashed in at the back. It is said that the engineer and fireman of the first engine jumped. That was the general talk but they said nothing about it.

Excused.

J. J. LOHR, SWORN.

I was at the scene of the wreck soon after it occurred. There were four engines in the wreck. I saw the men in the second engine, and the brakeman and I think the fireman and engineer of the head engine. Think Mr. Cross was in the grain in the first car behind the engine. I was'nt close enough to the engineer who was fast in the second engine to hear what he said. Could only hear him when he groaned.

The men from the first engine escaped unhurt. Both trains had two engines. Didn't know whether the rear engine of 26 was on the track or not. It was badly injured in the back end. Think the other engines of the other train were both on the track. Didn't think the rear engine of the west bound train was so badly injured but that they could run it in to Eagle Grove. The rear engine on the east bound train was the one that was badly damaged. Think the front end of the first engine on the west bound train was pretty badly damaged. Didn't know whether the engineer and fireman jumped from west bound train or not.

Excused.

W. D. HODGE, SUPERINTENDENT OF THE NORTHERN IOWA DIVISION, CHICAGO & NORTH-WESTERN RAILROAD, SWORN:

Have been superintendent since 20th of September, 1897. Been railroading thirty years. Civil engineer part of the time. Superintendent when the accident occurred at Hubbard. The trains which were involved in this accident were train going east number 26 and 23 going west. Under the rules the superior train having the right of track was east bound, number 26, which would hold the main track at the meeting point. The inferior or west bound train should take the siding. That is rule 105 in the book of rules and they should do that unless instructed to do otherwise by the train dispatcher, which they didn't have in this case, but nevertheless number 23 pulled out and held the main track and number 26 did not discover this t ain was in the wrong place until the accident. Number 26 was all right and number 23 was all wrong. Both engineers, conductors and head breakmen were discharged on the west bound train number 23 on account of this accident for their failing to follow the rules. No action was taken with train crew number 26. Twenty-three had orders to meet 26 at Hubbard. The engineers knew that the two trains would meet at this place. Twenty-three knew they had no business on main line. Rule 229 clearly meets that. Investigation showed that 23 was standing still and that 26 was moving about eight miles an hour when they struck. I think they had about forty cars and 23 had thirty-one or thirty-two. Didn't think the engineer or fireman got off 23.

My impression is that the head engineer of 26 didn't get off but that the fireman did. The engineer was not hurt at all. The head lights were lighted on both engines. There is a very slight curve about where the engines met. They could have readily seen each other a little beyond the station mile board. When they were within one-half mile of each other they were in plain sight. There would have

been no trouble in seeing each others head lights. With a train running eight miles an hour twenty cars loaded and twenty cars empty they should be able to stop within a few car lengths. The head engine of 26 must have been in very plain sight of the head light of 23 standing on the main line. The principal cause of the accident was 23 being where she had no right to be, and the secondary cause was that the people were not paying attention. Railroading is hazardous anyway; all railroads run double headers. The average weight of engines ten years ago was about sixty tons. The new standard are about one hundred tons. My recollection is that the engines on this double header were sixty-five or seventy tons. One of such engines would pull a train of eighteen or twenty cars, sometimes twenty-five or more owing to the load. They were good engines. We have been running double headers a good many years, but it is necessary to do so in order to haul forty or fifty cars to a train. The rates for handling freight have decreased so that the cost of handling must be decreased by increasing the load and train. When we do not have the large engines we use the small engines and with small engines we use two of them together. It would make much delay to have two trains instead of one and would increase the chances for an accident. It gives more employment to engineers. The old engines are good engines, too good to throw away but the tonnage has increased so greatly that it is an entirely different problem operating a railroad today than what it was ten years ago. I think the fewer trains the better; less chance for an accident. This company has been taking out grades, etc., so that trains could be operated with increased safety. Think I have ridden in every part of a train. If the wind blew right ahead into the train so that the smoke rolled directly back it would obscure the view of the rear men.

But the fact is, that seldom happens. I never had any trouble in seeing out from one side of the cab or the other. Didn't think the danger increased in any way to the men on the second engine. Think the engineer and fireman on the second engine were just as safe. The facts of the case are that 23 was standing still, and when 26 struck, the cars shoved up against the rear engine of 26, and the second engine was in between, shoved up against the first engine. The same thing would have happened with a single engine. Number 26 was not in any way to blame as far as the right of road was concerned, but they should have been looking out. They could have seen. I think they would have just as good an opportunity for escape as the men on the first engine. They lacked in dilligence. I think the danger to employes in running double headers is less than with a single engine on the same volume of business. If you will run the same volume of business and split it up into trains you will have greater danger. My impression is that the engineer of first engine on number 26 didn't get off. The rear engine suffered the most simply because it was near to the cars. If there had been no second engine the cars would have piled upon the first engine. The cars that were not crippled had been taken away. The men lost their lives on the east bound train. The second car of the east bound train telescoped the first car and crushed the cab and tender against the engine. That pinned the fireman and engineer against the boiler head. The testimony showed that the west bound train was standing still. I think the results would have been the same had there been one engine on the east bound train. They struck a practically immovable obstruction and the cars could have broken over if it had been a single engine just the same. The men were not discharged on the east bound train. The engines were apparently upon the track. The head of the second engine was crushed in and the light works knocked off. The place where the accident occurred was on an ascending grade going east. The

train that ran into the standing train was going up grade. It is twenty-two or twenty-six feet to the mile. Sometimes we double head instead of making two trains. Never double head two large engines together unless it is to send them over the road

If two 19-inch engines have ever gone double headed there is some special reason for it. The primary object in the operating a railroad is to earn dividends on the property.

W. A. GARDNER, ASST. GEN. SUPT. C. & N. W. RY. CO. SWORN:

Have been assistant general superintendent three years. Prior to that was superintendent of a division. Been railroading twenty years for the North-Western. We investigated this accident through Mr. Hodge's office. One of the fundamental reasons in operating railroads and giving one train right of road on the Northern Iowa division which is south and east, they have the right of road at all meeting points. According to our rules this train number 26, had orders to meet at Hubbard number 23 which should have headed in on the side track and not run in the main line and back to switch; number 23 did not do that and number 26 came in and collided with them. Negligence and disobedience on the part of the employees of number 23 for which they were discharged. So far as the object of running double headers, it isn't to earn dividends especially but to work our light engines. There are times when it is necessary in order to handle business successfully we are obliged to double them up, decreasing the number of trains and increasing the number of cars in a train. I think that on this particular division, we haul a less number of cars with two engines than on any other; there is no place where we save money but is a help to move the traffic profitably and advantageously. If a man has twenty-two or twenty-three cars of stock, we prefer it to go in as one train rather than two. As far as the hazard is concerned there are nine divisions on the Chicago & North-Western and we have run more or less double headers in Iowa for the last 20 years. I have been on even the second or third engine in bucking snow; that is naturally serious. In the accidents, I should say 75 per cent occur with single engines, to about 25 per cent with double headers and I don't know but that I would be safe in saying that it is 90 to 10. I have talked with a good many men myself about locomotives and I have talked with all the men on different divisions of the road, I have occasion to do a great deal of business with them, but I have never heard them express themselves as believing double headers dangerous but they have said they were uncomfortable.

If we only knew when an accident was going to happen on the railroad, of course we could prevent it. After dark a headlight is'nt of much account. My observations are that more are injured by jumping off than staying on. Most accidents occur in obscure places. I want to be entirely fair about this matter; you take a locomotive and take the pilot off and couple up short, that is better than to put on a longer pilot bar. When we commenced using double headers we took the pilot bars to the forge and strengthened them.

We run double headers on our double track. Think business is facilitated for farmers and stock buyers by operating double headers. The stock men say they are glad their stock can go in one train. There might have been occasions where nineteen inch engines were run as double headers but not generally. There are rules against it. The men on 26 were obeying the rules of the company, and had a perfect right to be where they were. The report stated that Mr. Cobb did not leave his locomotive. The principal cause of the death of the

engineer and fireman of the rear engine was the telescoping of the car of grain next to the engine over the tender and engine.

Excused.

No. 2096-1900.

NORTHWESTERN IOWA GRAIN CO., BRITT
vs.
CEDAR RAPIDS, GARNER & NOTHWESTERN RAILWAY COMPANY.

Application for Elevator Site at Woden.

Petition and complaint filed May 26, 1899.

After some correspondence had been had between the board and the parties in this case, the complainant filed petition and complaint as follows:

THE NORTH-WESTERN IOWA GRAIN COMPANY,
Plaintiffs and Complainants.
vs.
THE CEDAR RAPIDS, GARNER AND NORTH-WESTERN RAILWAY COMPANY,
Defendant.

Complaint and Petition.

Plaintiff and complainant states:

PAR. 1. That it is a corporation under the laws of Iowa, engaged in buying and shipping grain, and receiving grain as a public elevator and warehouseman in elevators and warehouses at the following points on railways in Iowa, to-wit: Titonka, Iowa; Wesley, Iowa; Hutchins, Iowa; Hanna, Iowa; Cylinder, Iowa; and is now desirous of engaging and intends to engage in the same business at Woden, Iowa, on defendant's railway, including the conduct and management of an elevator and buying and shipping of grain at said Woden, Iowa, and the receiving of and storing for the public at said Woden, Iowa, of grain as such elevator and has authority to engage in and conduct such business at Woden, Iowa.

PAR. 2. That complainant, since January 20, 1899 has been a grain buyer and shipper of grain at said Woden, Iowa, and intends to continue in such business but needs an elevator and elevator site on defendant's railway at said Woden, Iowa, in order to properly and economically conduct and carry on its business and desires to conduct and carry on such an elevator as stated in the last paragraph.

PAR. 3. That defendant is a railway corporation organized in 1898 under the laws of Iowa, and operates a line of railway from Garner, Iowa, through Hayfield, Crystal Lake, Woden, and to Titonka, Iowa, all said points being in the state of Iowa, its line from Garner, Iowa, to Hayfield, Iowa, being under lease from the B. C. R. & N. R. R. Co. and the defendant owning and operating its own line from Hayfield, Iowa, through Crystal Lake, Iowa, Woden Iowa, to Titonka, Iowa, its present terminus.

PAR. 4. That as such railway company, the defendant enjoys and has exercised the right of eminent domain and has had voted to it and is collecting in aid of its railway, railway taxes, in the townships of Crystal and Bingham in Hancock county, Iowa, and Buffalo in Kossuth county, Iowa, the tax in said Bingham township, being conditioned, on its establishing and maintaining a depot and station grounds, in said Bingham township, in compliance wherewith defend-

ant has established and is maintaining its depot and station grounds at Woden, Iowa.

PAR. 5. That complainant acting under a supposed legal right and under also a supposed authority from defendant has practically completed an elevator, at Woden, Iowa, and is desirous of having such site, completing and operating such elevator.

PAR. 6. That in order to properly conduct its elevator, defendant should extend its side tracks to the east and along and past complainant's elevator.

PAR. 7. That the complainant's elevator is practically complete and is ready to receive and ship grain, and to receive and store grain as a public elevator for the public, and desires so to do, said elevator being on the defendant's depot grounds at Woden, Iowa, and from which it can load and ship grain even on defendant's side track, as now built.

PAR. 8. That the defendant can and intends to extend its side track along and past the complainant's elevator and same is reasonable and necessary in conduct of defendants business and to afford reasonable facilities to the public.

PAR. 9. That complainant is one of the principal buyers and shippers of grain at Woden, Iowa.

PAR. 10. That there is only one, the defendant's railway, at Woden, Iowa, and there is no other way of buying and shipping grain except over and on defendant's line of railway.

PAR. 11. That the only practical and reasonable way of shipping and buying grain in points in Iowa, and especially, Woden, Iowa, is at and in elevators located on railways.

PAR. 12. That to reasonably accommodate the public and afford reasonable facilities there should be three elevators and elevator sites at Woden, Iowa; two have already been granted and complainant is the third and only other person asking a site thereat, and the site it has built on is a reasonable and proper site, and the only site left which is reasonable and proper.

PAR. 13. That the defendant has not and does not seriously object to complainant's elevator site, but demands an exhorbitant and preposterous sum of $500.00 for said site and an annual rental of $5.00; complainant avers that it has offered and now offers to pay a reasonable price for said site and rental, and avers that $5.00 per year would be a reasonable price and rental.

PAR. 14. That the District court of said county of Hancock, by its judge has issued a temporary injunction injoining the complainant from completing said elevator, but the pleadings, order, injunction and papers do not prevent this Board from taking up this matter. The said injunction being and is based on the fact that complainant has no express authority from defendant to take and build on said site, all of which complainant denies now, and in its pleadings in said case.

PAR. 15. That defendant is prosecuting its said injunction suit and is resisting the granting of a site to complainant in the interests of the two other grain buyers at Woden, Iowa, and in order to create a monopoly at Woden, Iowa, of the grain buying and shipping business.

PAR. 16: That this Board has authority to pass on the matters herein set forth and has never adjudicated the same, and this application is intended to be in lieu of and supersede all former applications, letters and correspondence and complaints.

Wherefore complainant asks and demands judgment and orders as follows:

1. That this Board order and hold a hearing of this case and the matters set forth in this complaint.

2. Complainant suggests that the hearing be held at Woden, Iowa, and that A. C. Ripley, president, E. P. Fox, superintendent, C. S. Terwilliger, director, and H. H. Bush, secretary, the latter with the Articles of Incorporation, minutes, papers and records of defendant, be ordered to attend or else that the hearing be adjourned from Woden, Iowa, to Garner, Iowa, where said parties all live and where said defendants' main office is located.

3. That on final hearing this Board direct and order defendant to grant a third elevator site at Woden, Iowa.

4. That this Board order and direct that defendant grant such site on reasonable terms to be fixed by the Board.

5. That this Board order defendant to grant such third site to complainant.

6. That this Board order and direct defendant to grant such third site to complainant at the place where it has constructed its elevator.

7. That this Board order and direct defendant to extend its side track along and past complainant's elevator.

8. For such other and further relief as the Board may grant on this complaint.

NORTHWESTERN IOWA GRAIN COMPANY,
By Z. S. BARRETT, Pres't.
Plaintiff and Complainant.

BRADFORD & ELDREGE,
Complainants Attorneys.

Later, upon June 9, 1899, petitions quite generally signed by citizens of Woden and surrounding country were filed with the commissioners; these petitions were substantially the same as the following:

Before the board of Railroad Commissioners of the state of Iowa.

CITIZENS OF WODEN, IOWA,
vs.
CEDAR RAPIDS, GARNER & NORTHWESTERN RAILWAY COMPANY, Defendant.
} *Complaint.*

The undersigned citizens of the town or village of Woden, in Hancock county, Iowa, hereby complain of said defendant, the Cedar Rapids, Garner & Northwestern Railway company as follows:

First.—Said defendant is not affording sufficient and reasonable elevator sites and facilities on its railway in Woden, Iowa.

Second.—It has granted two such sites but refuses to grant a third site to any one and especially to the Northwestern Iowa Grain company, the only applicant therefor. That to reasonably accommodate the public and afford reasonable facilities there should be three elevator sites granted by the defendant at Woden, Iowa, and we believe the site on which the grain company has built is the only proper site and a side track should be extended to it.

Third.—That the business interests of said town and surrounding territory, demand a third elevator.

Fourth.—That we have seen a copy of a complaint in this matter filed with this board by said grain company, against said defendant, filed about May 26; 1899, and we hereby endorse and allege said complaint to be true.

Fifth.—We therefore ask the said board to have a hearing of our complaint in connection with said other complaint, and this board order and direct defendant to grant a third elevator site at Woden, Iowa, on reasonable terms; also, that this board direct defendant to grant said site to the said Northwestern Iowa Grain company, as a present and future buyer and first and only applicant for such site; also, that the board direct defendant to grant such site to said grain company where its present elevator is erected; also, to order defendant to extend its side track to such elevator, such extension being needed, reasonable and proper.

Dated May 29, 1899.

Signed by J. O. Lewis, P. Peterson, and eighteen others.

The attorneys for the complainant advised the board that the district court had issued a permanent order restraining the complainant from building elevator at Woden on the ground that the grain company had commenced the erection of its elevator upon the company's right of way without the consent of the proper authority; and they asked that the board take early action.

The railway company by its president, Mr. A. C. Ripley, answered the complaint by setting up the decree of the court referred to herein.

The board fixed June 28, 1899, at Garner as time and place for hearing this case, and at such time and place met all interested parties.

Considerable evidence was introduced by the complainants indicating the public necessity for larger elevator capacity at Woden station.

After the members of the board had consulted together; a majority thereof, believing that such public necessity for an additional elevator existed as demanded immediate action, notified the railway company, by wire, of its conclusions without, however, dictating to the railway company to whom it should allot space for such additional elevator.

The commissioners have since been advised that the Northwestern Iowa Grain company has been allotted site for elevator at Woden.

Des Moines, Iowa, June 20, 1900.

Commissioner Mowry dissented from the decision of the board.

No. 2097-1900.

D. H. WESTBROOK *et al*,
vs.
MUSCATINE, NORTH & SOUTH RAILROAD COMPANY. } *Petition for undergrade farm crossing.*

Petition filed October 10, 1899.

Upon October 10, 1899, there was filed in the office of the board of railroad commissioners at Des Moines, a petition in this case as follows:

Before the Railroad Commissioners of Iowa.

MALINDA WESTBROOK, D. H. WESTBROOK, PHILIP WESTBROOK, CHAS. H. WESTBROOK, ELLA C. DICKERSON, EMMA WESTBROOK, BESSIE F. WESTBROOK, Adults, MARTHA WESTBROOK, FRED WESTBROOK, HARRISON WESTBROOK, Minors, by their next friend, D. H. WESTBROOK,
vs.
MUSCATINE NORTH & SOUTH RAILROAD CO. } *Petition.*

Comes now the plaintiffs herein and show to the honorable board of railroad commissioners that they are the owners of the following described premises: The

west half of the southwest quarter of section one (1); fifteen (15) acres north of the Muscatine slough in the northwest quarter of section twelve (12); the southeast quarter of section two (2) except ten (10) acres on the west side of the southwest quarter of the southeast quarter of section (2); lot one (1) in the northeast quarter of the northeast quarter of section eleven (11); the northeast quarter of section eleven (11); the south half of the southwest quarter of section two (2); the south half of section three (3); all of that part of the southeast quarter of section four (4) lying south of the Chicago, Rock Island & Pacific railroad; twenty (20) acres lying north of the Chicago, Rock Island & Pacific railroad in the west half of the northeast quarter of section ten (10), all in township seventy-five (75) north, range three (3) west of the 5th P. M. in Louisa county, Iowa.

Second.—The plaintiffs would further show that D. H. Westbrook is the owner in fee in and to the following described premises, to-wit: Twenty (20) acres lying north of the C., R. I. & P. Ry. in the west half of the northeast quarter of section ten (10) all that part of the southwest quarter of section three (3) lying north of the C., R. I. & P. Ry.; the north half of the southeast quarter of section three (3); the southwest quarter of the southwest quarter of section two (2); and the southeast quarter of the southwest quarter of section two (2). township seventy-five (75) north range three (3) west of the 5th P. M.

Third.—That the other lands described herein are held as follows: The said Malinda Westbrook and D. H. Westbrook have a life interest in and to said premises, and the other plaintiffs the owners in fee after the death of the said D. H and Malinda Westbrook.

Fourth.—They would show to the honorable board that during the fall and summer of 1898, the defendant surveyed and located its railroad across the premises above described, first touching them near the northwest quarter of section eleven (11) proceeding thence across said section eleven (11) and crossing the south half of section two (2), and also the south part of the west half of section one (1). That in crossing the premises above described with their railroad the defendant railroad company runs parallel and directly adjoining the C., R. I. & P. Ry. track, crossing a portion of section two (2), and within sixty (60) rods of the C., R. I. & P. Ry. track at a point directly in front of a residence house owned by the plaintiffs herein and which is located south of the Muscatine N. and S. railroad within 150 feet of said Muscatine N. & S. railroad tracks in the southwest quarter of section two (2). That where said residence house is located there is also located cattle barns and other buildings and farm improvements. That directly in front of said residence house, and at a point where plaintiff must cross and recross defendant's track to gain access to and from the house and to and from the public highway the said defendant railroad company has thrown up a grade for its track twelve feet high, and as the said grade proceeds eastward the grade raises until it is twenty feet high across the greater part of the west half of the southwest quarter of section one (1), and the east half of the southeast quarter of section two (2).

Fifth.—Plaintiffs would further show to the honorable board that said grade shuts off the view to a greater part of the plaintiff's premises in the southwest quarter of section two (2) and the southwest quarter of section one (1) and entirely destroys access to those portions of the section above described lying north of the said Muscatine N. & S. railroad. That directly north and west of the residence above described the said defendant's railroad goes through a high bluff, making a cut sixty-five feet deep and seventy rods long that entirely obscures a train coming

from the west and approaching the railroad crossing in front of plaintiff's residence. That a train coming from the west through said cut cannot be seen from the right of way gates, now erected by the defendant railroad company, at a distance of over three hundred feet, and cannot be seen a much greater distance when one stands upon the railroad track looking west as the train approaches, for the reason that there are curves in the track. That for this reason it is a great danger to life and property and a public danger to cross the said track on an over-grade crossing.

Sixth.—Plaintiffs would further state that the only means to access to the public highway north of this said residence place, and to the residence now owned and occupied by the plaintiff, D. H. Westbrook, and which is located in the west half of the southwest quarter of section four (4) is to go north from the residence place in section two (2) across the defendant's tracks at or near the mouth of the cut above described.

Seventh.—Plaintiffs would further state that all the water they have for watering stock on the premises in section one (1) and the southwest quarter of section two (2) is south of the Muscatine N. & S. railroad. That a greater part of the farm lands in section one (1) and two (2) and the pasture lands lie north of the Muscatine N. & S. railroad, and that in order to gain access to the water from that portion of the premises lying north of the Muscatine N. & S. railroad it is necessary to drive the stock across the tracks at the crossing near the mouth of the cut above described, and to use an over grade crossing is very dangerous to stock and to those handling them.

Eighth.—That by reason of the nearness of the C., R. I. & P. Ry. to the Muscatine N. & S. railroad it is almost impossible to determine, when at the crossing above described, in hearing a train coming from the west, whether the train is on the Muscatine N. & S. tracks or whether it is on the C., R. I. & P. tracks, and this is an additional danger to life in using an over grade crossing.

Ninth.—Plaintiffs would further state that the dangers above referred to are not alone to them, but is to the public generally and those attempting to reach the residence place located in section two (2) from the north, and in this respect it is a general danger to life and property.

Tenth.—Plaintiffs would further state that there is no other crossing provided for upon the Muscatine N. & S. railroad at any point within the lands described in this petition, and that the crossing above referred to is an over crossing; that there are two gates maintained, one on either side of the defendant's right of way at this crossing that must be opened and shut whenever the plaintiffs or any one else passes through them, making it a great inconvenience besides a danger to life and property in crossing the track of the defendant railroad company at this point.

Eleventh.—Plaintiffs attach to this petition a plat of the premises above described, mark it exhibit "A" and make it a part hereof.

Twelfth.—Plaintiffs state that at the time of the construction of the railroad they represented to the railroad company, through its employes and its duly authorized agents, that it was necessary to the plaintiff's convenience and safety of life and property that an under grade crossing should be placed where the over grade crossing is now situated; and that the defendant railroad company admitted that such a crossing was necessary, and agreed to make the same, but they have wholly neglected, failed and refused to do so.

Thirteenth.—Plaintiffs further state that this farm and the tracts of land above referred to are all used as a stock farm, as are the lands located in sections one and

two, eleven and twelve, and that it is necessary to drive the stock across said railroad from one to three or four times a day almost the entire year; and state that to do so over an over grade crossing is dangerous to the public traveling upon said railroad and on the cars provided for the transportation of the public by the railroad company, as well as the stock and those in charge of the stock.

Wherefore, plaintiffs asks that an order be made requiring the said Muscatine N. & S. railroad company to construct an under grade crossing for the plaintiffs herein at a point where the over grade crossing now is constructed and maintained by the defendant railroad company, and for such other and further relief as may be just and equitable, and for costs.

P. T. McVEY & F. M. MOLSBERRY,
Attorneys for Plaintiffs.

On October 13, 1899, the attorneys for the plaintiffs in this case filed the following amendment to their petition:

BEFORE THE RAILROAD COMMISSIONERS OF IOWA.

MALINDA WESTBROOK AND D. H. WESTBROOK ET. AL.,

vs.

MUSCATINE NORTH & SOUTH RAILROAD COMPANY.

Amendment to petition.

Comes now the plaintiffs herein and amend their petition originally filed in this action.

Adopt all of the allegations of their original petition, and further state:

That Malinda Westbrook and D. H. Westbrook are husband and wife.

State that the present crossing constructed and maintained by the defendant railroad company is not adequate crossing as contemplated by the statute, but is wholly inadequate for the purposes for which it was intended; that it is not equal to what is required at this place, nor suitable either for the use of the plaintiffs or the public at large for the reason that the same is very steep, and the same cannot be made adequate; for the further reason to pass over the tracks of the defendant railroad company at the point where said crossing is located it is necessary to construct said crossing at a raise of twelve feet in fifty on each side of the defendant's tracks, which makes too steep a grade to haul loads over, or to pass over, with any degree of safety with loads or otherwise.

Plaintiffs further state that by reason of the high grade at this point the defendant railroad company can construct and maintain an under-grade crossing at a small expense and it will be a convenience and benefit to said railroad company in operating its trains upon its track at this point.

Wherefore, plaintiffs pray as in their original petition.

P. T. McVEY AND F. M. MOLSBERRY,
Attorneys for Plaintiffs.

The foregoing amendment was accompanied by a plat showing the location of the railroad through the farm of complainant.

On October 13, 1899 the railroad company filed with the Board its answer as follows:

"Before the Railroad Commissioners of Iowa,

MALINDA WESTBROOK, D. H. WESTBROOK, PHILLIP WESTBROOK, JAS. H. WESTBROOK, ELLA C. DICKERSON, EMMA WESTBROOK, BESSIE F. WESTBROOK, adults, MARTHA WESTBROOK, FRED. WESTBROOK, HARRISON WESTBROOK, minors, by their next friend, D. H. WESTBROOK, *Plaintiffs.* vs. MUSCATINE NORTH & SOUTH RAILROAD COMPANY. *Defendant.*	*Answer of Defendant.*

Comes now the defendant Muscatine North & South Railroad Company and answering the petition of the plaintiffs, admit the allegations of paragraph 1, 2, 3 and the first fourteen lines of paragraph 4, and they expressly deny each and every other material allegations of paragraphs 4, 5, 6, 7, 8, 9, 10, 12 and 13, except as hereinafter admitted or explained.

Defendant says that directly opposite from the residence and barns of the plaintiffs, they have constructed a private crossing over a grade eleven feet high, and that said private crossing is adequate and sufficient for the plaintiff's use in every particular; that said private crossing is approached and used by the opening of gates placed upon each side thereof in the right-of-way fence, but these defendants herewith offer, if desired, to remove said gates and construct an open crossing with sufficien tcattle guards adjacent thereto and defendant has been at all times and is now ready and willing and offers to make any other physical changes in the said surface crossing deemed necessary for the safety, convenience or welfare of the plaintiffs or the public, provided the same shall be maintained as a surface crossing. The defendant especially denies that the crossing described in the plaintiff's petition is especially dangerous or that it is a menace to the public safety or welfare and especially denies that the plaintiffs are compelled to cross the defendant's line of railway in order to gain access to the puhlic highway, but avers that plaintiffs have a sufficient, convenient and adequate means of access to the dwelling house on the premises described in their petition from the highway extending along the south side of their land, by which they can in a safe, convenient and speedy manner gain access to their said dwelling house without crossing defendant's line of railway, and defendant also avers that they have a sufficient and convenient access from the public highway without crossing defendant's line of railway to all that part of plaintiff's farm lying north of defendant's track. The defendant says that the plaintiffs can place stock in the pasture north of defendant's track and remove them therefrom in a safe and convenient manner from the public highway without crossing the defendant's right-of-way at all, and that ample supply of water for all such stock can be obtained on that part of the land lying north of defendant's track at a small expense.

Further answering the plaintiffs' petition the defendant says that it ought not to be compelled to construct for the plaintiffs an under grade crossing for the reason that the excavation and removal of the earth beneath the track at the point where the plaintiffs desire the said crossing made is on a steep grade, at which point such

an opening would weaken and render unsafe the defendant's roadbed and render the same a constant menace and danger to the traveling public and the defendants' employes operating trains over defendant's road, and that the public safety and convenience demand that at the point heretofore named the roadbed shall be left solid and substantial.

For further answer to the petition of plaintiffs the defendant says that to order the defendant to construct this undergrade crossing at the request of the plaintiffs would be inequitable and unjust, for this reason: That in a proceeding had for the condemnation of the plaintiffs' land for the use of this defendant for its right of way, the sheriff's jury awarded to the plaintiffs compensation for the right of way so taken, taking into consideration the height of the grade and the surface crossing complained of by the plaintiffs. That from the award so made by the sheriff's jury the plaintiffs appealed to the district court of Louisa county, Iowa. That in said appeal by the parties the plaintiffs in this case were parties thereto, and said appeal came on for trial before a jury at the August, 1899. term of the district court of Louisa county. Iowa, and upon said trial the plaintiffs offered and introduced testimony tending to show the damage that had occured to them by reason of the appropriation by defendant of the right of way across the land in controversy, and as a part of said damages testified to the character of the grade, the cut through the plaintiffs' land, the height of the cut, the character of the private crossing provided, the difficulty of access between one tract of the farm and another, the cutting off ot the water supply from the north side of the farm, the inconvenience of opening and closing the gates, the distance from which approaching trains could be seen, the dangerous character of the crossing, the difficulty with which live stock could be changed from one side of the farm to the other, and the fact that the crossing was a grade crossing over a high embankment, which was difficult of access; that all of these elements of damage were proven to and considered by the jury, and said jury on the 23d day of September, 1899, returned into court their verdict awarding to the plaintiffs full compensation for all damage, injury and inconvenience accruing to them by reason of the construction of defendant's railroad with a grade crossing in its present condition. The said damages were assessed, measured and awarded upon the statement of the plaintiffs that they could and would have no better method of access between the separated parts of the farm than the present grade crossing. That the construction of an underneath crossing at the present time, in addition to weakening the defendant's roadbed would cost the defendant at least the sum of $600.00, which expense the defendant ought not to bear. And the defendants ays that the plaintiffs have in the condemnation suit, heretofore referred to, caused to be assessed in their favor damages for the construction of the defendant's railway, taking into consideration the grade crossing, and that in assessing the damages the jury took into consideration the character of the present crossing and fixed the amount of the damages upon the plaintiffs' statement that they would have no other and better means of access betweent he separate parts of the plaintiffs' farm, and defendant says that the plaintiffs right to have another, and different crossing has been fully determined and adjudicated in the aforesaid cause, and that plaiutiffs having elected to have their damages assessed in the manner aforesaid, they are in equity

and good conscience estopped from demanding that this defendant construct another and different crossing or the defendant incur extra expense in so doing.

Wherefore. defendant asks that plaintiffs' petition be dismissed at their cost.

C. A. CARPENTER,
JAYNE & HOFFMAN,
Attorneys for detendant.

On October 13, 1899 the commisssioners, after due notice had been given, visited the farm belonging to Mr. Westbrook and others, viewed the premises and heared such evidence as was offered by either party to this case. Both the complainant and the respondant were represented by their attorneys.

On date October 16, 1899, the complainant filed the following reply to the answer of the railroad company.

MALINDA WESTBROOK, D. H. WESTBROOK, ET AL.
vs.
MUSCATINE, NORTH & SOUTH R. R. Co. } *Reply to Answer.*

Comes now the plaintiffs herein and subject to the ruling of the court upon the plaintiffs demurrer herein filed to that portion of the defendant's answer contained on pages three and four, states:

First.—Denies that the question of an undergrade crossing has, at any time or before any court, been adjudicated or determined in any judicial proceeding.

Second.—Denies that the question of an undergrade crossing was, in the proceedings to condemn right of way across plaintiff's land, in any manner taken into consideration, nor could the same be taken into consideration in proceeding had for the condemnation of this right of way across plaintiffs' premises.

Third.—States that the proceedings before the district court of Louisa county, Iowa, on appeal from the award from the sheriff's jury in the said condemnation proceedings, was conducted, tried and determined as though said railroad was constructed properly and according to the best methods for the convenience and safety of the traveling public as well as the convenience and safety of the plaintiffs herein.

Fourth.—That the proper construction of said railroad, or that the crossing was not a proper one or an adequte one, was not, and under the law, could not be taken into consideration in this case.

Fifth.—Plaintiffs further state that the court in trying the condemnation proceedings did not assume jurisdiction to determine whether the crossing now in controversy in this case was an adequate one, and that said court had no jurisdiction to determine such question, in a condemnation proceeding.

Sixth.—Plaintiffs would further state that in the condemnation proceeding above referred to the court and jury had no authority to order defendant to put in an under grade crossing, and if the question of the right to adequate crossing must be determined in condemnation proceedings then the plaintiffs would have no right to bring an action before the Board of Railroad Commissioners for the purpose of procuring an adequate crossing, after condemnation proceedings had been brought and determined in a court of competent jurisdiction, and would leave the plaintiffs without a remedy.

Seventh.—Replying to paragraph two of defendant's answer plaintiffs state that the changes proposed by the defendant railroad company would not make an adequate crossing, and that defendant is now violating the laws of this state by not constructing and maintaining sufficient cattle guards, and by not maintaining or constructing any cattle guards, whatever, on either side of the over-grade crossing referred to in this proceeding. And further state the best possible over-grade crossing, constructed entirely within the defendant's right of way, would not be adequate for the purpose of driving stock over, or hauling loads over, or passing over on foot, and that one reason is that one in approaching the defendants' track north or south of the present over-grade crossing with a team, could not determine by the time he had reached defendants' right of way whether or not a train was coming from the west or whether it was on the defendants' railway or on the Rock Island railway, until he had had time to open the gates and get his team within the right of way, and then the train would be so close and coming down a steep grade, that it would be impossible for him to avoid accident, destruction of property, and danger to life.

Having replied to defendants' answer plaintiffs pray as in their original petition.

P. T. McVEY & F. M. MOLSBERRY,
Attorneys for Plaintiffs.

MALINDA WESTBROOK, D. H. WESTBROOK, ET. AL.
vs.
MUSCATINE NORTH AND SOUTH R. R. CO.
} *Demurrer to Answer.*

Comes now the plaintiffs herein and demur to that part of defendants' answer contained on pages three and four thereof, and in paragraph four, for the reason that the matters and things there contained do not constitute a defence to this action.

Second.—For the reason that said paragraph shows on its face that the defendant is not entitled to the relief demanded.

Third.—For the further reason that said paragraph shows on its face that no such adjudication could be had in a condemnation proceedings, and if this question was attempted to be adjudicated in a condemnation proceeding the court so attempting to adjudicate would have no jurisdiction of the subject matter, and such attempted adjudication would be void and of no effect whatever.

P. T. McVEY & F. M. MOLESBERRY,
Attorneys for Plaintiffs.

Subsequent to the hearing the complainants filed a number of affidavits to substantiate their claims, copies of which were furnished the attorney for the railroad company. Affidavits were also filed by the railroad company to substantiate its claims, copies of which were furnished the attorneys for the complainants.

The board after due notice had been given, had a final hearing in this case at Muscatine, Iowa, on May 11, 1900, at which time the complainants filed a number of affidavits in reply to those filed by the railroad company.

The case was argued orally before the board by Mr. F. M. Molsberry, and Mr. L. A. Reily for the complainants, and Mr. Henry Jayne for the railroad company; at a later period the above named gentlemen filed with the board written briefs.

In addition to the allegations made by complainants in their petition and admitted by the railroad company in its answer, the Board of Railroad Commissioners

find from the testimony submitted, affidavits filed, and from a personal inspection of the premises by its members, that the facts are substantially as follows:

The Muscatine North & South Railroad company constructed its line of railway in a westerly direction through and across the land described in the petition, upon a right of way one hundred feet in width, leaving something over fifty-three (53) acres of the Westbrook farm on the south side of the track and right of way. Upon this tract of land are located a house, out-buildings, barn, etc., not, however, the residence buildings of Mr. Westbrook, but which house is occupied by one of his employes as a residence. Upon this tract of land there is also a spring of living water, the water being piped to the pasture for the use of the stock, making this particular property well adapted for a stock form, for which purpose it is now largely used. The complainant, Mr. D. H. Westbrook, lives on another portion of his farm, his residence being connected with the house and other buildings on the south side of the Muscatine North & South railroad by a private roadway extending in a southerly direction through said farm. This private roadway is crossed by the C. R. I. & P. Ry., and also by the Muscatine North & South Railroad. The Muscatine North & South Railroad extends through the Westbrook farm nearly three-fourths (¾) of a mile; at the point where said railway leaves the Muscatine slough, near the eastern boundary of the farm in question, it is built upon a fill, which varies in height from not less than eleven (11) feet to twenty (20) feet, extending to a point nearly directly north of the house and other buildings located on the south side of the track and right of way, where it crosses the private roadway herein referred to; a short distance west of the said crossing of the private roadway the fill ends and the railway extends through a cut until it reaches the western limits of Mr. Westbrook's farm. At the point where the said private roadway is crossed by the Muscatine North & South Railroad, the fill is about eleven (11) feet above the natural surface of the ground. There is practically no point along this line of railway through the Westbrok farm where an adequate and safe farm crossing at grade could be located; the approaches to such a crossing would of necessity be so steep it is doubtful whether it would be possible for a team with even a light load to make the ascent. At the point where the private roadway is crossed by the railway the railway company has attempted to provide the complainants in this case with a means of crossing its railroad; in approaching this crossing with a team, the driver could only see a train approaching from the east about one-third of a mile or from the west about 300 feet. Even though the whistle should be sounded and the bell rung, it would be difficult to ascertain upon which line of railway the train might be approaching, owing to the close proximity of the C. R. I. & P. railway. The fill heretofore referred to increases in height eastwardly from the private roadway until at the eastern boundary of the Westbrook farm it is about twenty (20) feet high. There is no place along the Muscatine North & South Railroad on the Westbrook farm where it is any more practicable to construct a crossing at grade than at the point where it is now located.

While the supreme court of this state in the case of Shrimper vs. C., M. & St. P. Ry. Co., (N. W. Reporter Vol. 82, beginning on page 916) say that grade crossings are the rule in this state and under crossings will not be ordered save in exceptional cases, this Board is of the opinion that the conditions of this case come within the exception.

The question has been raised by the railway company that the railway company having been obliged to condemn its right of way across the land in question, and the damages having been awarded by a sheriff's jury, and an appeal having been

taken and trial had in the district court of Louisa county, that the land owner has been awarded damages for a grade crossing. We cannot concur in this view of the case. We find that a grade crossing is not feasible, safe or reasonable; that it would be unsafe and hazardous. This being true it cannot be presumed that the court contemplated a grade crossing.

The commissioners find that at a point not to exceed two hundred and fifty (250) feet east of the location of the present crossing north of the farm buildings located south of the Muscatine North & South railroad, a good, convenient and adequate under grade crossing can be constructed, and upon the hearing, this point was admitted by complainants and respondent railway company to be a suitable and reasonable place for the construction of an under grade crossing.

The Commissioners believing that an adequate grade crossing upon the Westbrook farm at any point along the line of the Muscatine North & South railroad cannot be constructed within the provisions of section 2022 of the code of 1897, and that such a crossing would be of constant danger and hazard, not only to the land owner and others who might have lawful occasion to use this crossing, but also to the traveling public and employes of the railroad, the Board is therefore of the opinion that an under grade farm crossing properly constructed of stone, or of steel, with stone abutments, not less than twelve feet wide in the clear, and not less than eleven feet high in the clear, be provided by the Muscatine North & South railroad company for the use of the complainants herein and others who may lawfully use such crossing, within ninety (90) days of the date hereof, and it is so ordered. This under grade crossing herein referred to shall have its floor grade about two feet higher than the natural surface of the ground on either side of said crossing, in order to provide proper drainage.

Des Moines, Iowa, July 11, 1900.

In the foregoing case the railway company declined to obey the order of the board, and the Attorney General was requested to bring suit in the district court of Louisa county for enforcement thereof, which was done. When the case was called for hearing, however, the following agreed decree was entered by the court:

STATE OF IOWA, EX REL MILTON REMLEY, ATTORNEY GENERAL,
Plaintiff.
vs.
THE MUSCATINE NORTH & SOUTH RAILWAY COMPANY,
Defendant
} *Decree.*

And now on this 16th day of November, A. D. 1900, this cause coming on for hearing on the issues joined therein, the plaintiff appearing by Milton Remley, Attorney General, F. M. Molsberry and P. T. McVey, and the defendant appearing by Jayne & Hoffman, C. A. Carpenter and J. W. Seevers, its attorneys, the parties agreeing in open court that the findings and orders of the Railroad Commissioners be approved and confirmed, except that the said under grade crossing ordered to be built by the defendant be built of wood, piling and plank at the point designated in the order of the said commissioners unless the said D. H. Westbrook and the defendant mutually agree upon some other point; and it being further agreed that the defendant construct the said under grade crossing not later

than July 1st, 1901, and pay the costs of this suit, and that one-hundred and fifty dollars be taxed against the defendant as attorney's fees for plaintiff's attorneys:

It is therefore considered, ordered and adjudged by the court that the findings and order of the Railroad Commissioners of the State of Iowa be and the same are hereby approved and confirmed, with the exception above named, and to carry said order into effect, it is ordered, adjudged and decreed that the said defendant construct an undergrade crossing under its railroad in the southeast quarter of Section 2, Township 75 north, Range 3 west of 5th P. M., at a point two hundred and fifty feet east of the present private grade crossing constructed for D. H. Westbrook, Malinda Westbrook and others, owners of the said southeast quarter of said Section 2, unless the said D. H. Westbrook and others, owners of the said land, and the defendant, mutually agree upon some other point; that such crossing be properly constructed of wood, piling and plank in a good and substantial manner, the same to be not less than twelve feet wide in the clear and not less than eleven feet high in the clear, and its floor grade to be about two feet higher than the natural surface of the ground on either side of said crossing, the said crossing to be constructed and maintained for the use of the said D. H. Westbrook, Malinda Westbrook and others, the owners of the said farm upon which the same is to be situated.

It is further ordered, adjudged and decreed that the said defendant construct the said crossing completed and ready for use on or before the 1st day of July, 1901.

It is further ordered and adjudged that the said defendant pay the costs of this suit, taxed at $————, and that the sum of $150.00 be taxed as costs against the said defendand as attorneys fees for the said plaintiff's attorneys.

No. 2098—1900

CITY OF FORT DODGE,

VS.

DES MOINES & FORT DODGE RAILROAD COMPANY, AND THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, LESSEE, AND THE MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

Petition for viaduct.

Petition filed December 30, 1899.
Hearing at Fort Dodge, February 15, 1900.

DECISION OF COMMISSIONERS.

On the 30th day of December, 1899, Mr. M. J. Mitchell, city solicitor of the city of Fort Dodge, Iowa, filed with the Board of Railroad Commissioners at their office, the following complaint:

THE CITY OF FORT DODGE, IOWA,

vs.

THE DES MOINES & FORT DODGE RAILROAD COMPANY, AND THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, LESSEE, AND THE MINNEAPOLIS & SAINT LOUIS RAILROAD COMPANY. } *Complaint.*

Complainant states that the city of Fort Dodge is a city of the second class, having a population of over seven thousand; that Third street in said city (formerly Second street) was located and dedicated to the public use in 1859; that the Des Moines & Fort Dodge Railroad Company, the Chicago, Rock Island & Pacific Railroad Company, lessee, and the Minneapolis & Saint Louis Railroad Company each own and operate railroad tracks across said Third street. On the 18th day of December, 1899, the city council of the city of Fort Dodge, by an ordinance duly adopted, declared the necessity for the safety and protection of the public of a viaduct and approaches thereto upon said Third street over said railroad tracks, a copy of which ordinance is attached hereto marked "Exhibit A," and made a part of this complaint. The necessity for the viaduct and approaches thereto was declared under the provisions of Code, section 770, and the plans of said viaduct and approaches are prepared according to Code, section 772, and approved by the mayor and council.

Said railroad companies have been notified of the action of the city council and the adoption of said ordinance, and a copy of the plans of said viaduct and approaches thereto have been sent to each of said railroad companies, but said railroad companies have refused and failed to construct said viaduct.

A copy of the plans for said viaduct as required and approved by the city council is attached hereto, marked "Exhibit B," and made a part of this complaint.

On the 18th day of December, 1890, the city council adopted a resolution instructing the city solicitor and city clerk to request the railroad commissioners to make an examination and determine the necessity of said viaduct and approaches thereto for the public safety and convenience, and approve the plan required by the city council. A copy of said resolution is attached hereto marked "Exhibit C," and made a part hereof.

Wherefore, the city of Fort Dodge, Iowa, complainant herein, prays your Honorable Board to make an examination and determine the necessity for the public safety and convenience of the viaduct and approaches thereto on Third street in said city and over the tracks of said railroad companies; and that you also approve the plan of said viaduct prepared as required and approved by the city council of said city, and as provided by code, section 770, and make such order as you deem proper and according to law.

THE CITY OF FORT DODGE, IOWA,
By M. J. MITCHELL,
City Solicitor.

ORDINANCE NO. 253.

EXHIBIT "A."

An ordinance declaring the necessity for a viaduct and approaches thereto on Third street in the city of Fort Dodge, Iowa, over the tracks of the Minneapolis & Saint Louis railroad and the Des Moines & Fort Dodge railroad, now occupied and controlled by the Chicago, Rock Island & Pacific Railroad company, and determining the proportion of said viaduct and approaches to be constructed by each of said railroad companies, and providing for the cost of keeping the viaduct and approaches in repair, and repealing Ordinance No 247, passed August 10th, 1899.

SECTION 1. Be it ordained by the city council of the city of Fort Dodge, Iowa, that for the safety and protection of the public it is necessary that a viaduct be constructed, completed and maintained over the tracks of the Minneapolis & Saint Louis railroad and the Des Moines & Fort Dodge railroad, now occupied and controlled by the Chicago, Rock Island & Pacific Railroad company, on Third street in said city, together with the approaches thereto according to the plans and specifications for the same now on file in the office of the city clerk of Fort Dodge, Iowa, and approved by the city council of said city, as provided by code, section 770

SEC. 2. Said railroad companies (the Minneapolis & St. Louis and the Des Moines & Fort Dodge) are hereby required to construct, complete and maintain said viaduct and approaches as above described and declared necessary for the public safety and protection when the plans for said viaduct and approaches have been approved by the Board of Railroad Commissioners, each of said railroad companies to construct one-half of said viaduct and approaches thereto, or to bear one-half of the cost of constructing said viaduct and approaches.

SEC. 3. After the completion of said viaduct and approaches any revenue derived therefrom by the crossing thereon of street railway lines shall constitute a special fund and shall be applied in making repairs to said viaduct. One-half of all ordinary repairs to such viaduct or its approaches shall be paid out of such fund or be borne by the city and the remaining one-half by the railroad companies in the same proportion as was the original cost of construction as provided by Code, section 773.

SEC. 4. All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby repealed and particularly Ordinance No. 247, passed August 10, 1899, published August 12, 1899, and entitled "An ordinance declaring the necessity of a viaduct and approaches on Third street in the city of Fort Dodge over the tracks of the Minneapolis & Saint Louis and the Chicago, Rock Island & Pacific railroads, and determining the proportion of said viaduct and approaches to be constructed by each of said railroad companies and providing for the cost of keeping the viaduct and approaches in repair."

SEC. 5. This ordinance shall take effect and be in force from and after its passage and publication as by law required.

SPECIFICATIONS OF VIADUCT AND IMPROVEMENTS ON NORTH THIRD STREET, FORT DODGE, IOWA.

EXHIBIT "B"—2.

Said improvements consist of, i. e.:

A viaduct spanning the right-of-way of the Des Moines & Fort Dodge Railroad company and the Chicago, Rock Island & Pacific Railroad company, lessee, and the Minneapolis & Saint Louis Railroad company with approaches, piers, columns, retaining walls complete in every particular The floor of viaduct may be carried by plate girders of open hearth steel, and must be designed to carry a moving load of twenty tons in addition to a live load of one hundred pounds per square foot.

The width of trestle and of viaduct to be thirty-five feet wide with a foot walk at side.

The trestle to be framed of timber, the bents setting on stone piers To carry the same safe load as specified for viaduct. Trestle to extend from viaduct to dirt filling at the south of present bridge, and will be two hundred and fifty feet long or more.

The dirt filling will be made to grade as shown on plan.

RESOLUTION.

EXHIBIT "C."

WHEREAS, in the matter of the proposed viaduct and approaches thereto on Third street, over the tracks of the Minneapolis & Saint Louis Railroad, and the railroad track occupied and controlled by the Chicago, Rock Island & Pacific Railway Company, said Chicago, Rock Island & Pacific Railway Company has officially informed the Board of Railroad Commissioners "that the Chicago, Rock Island & Pacific Railway Company owns no right of way or property in the city of Fort Dodge," and that "the Chicago, Rock Island & Pacific Railway Company has no interest in this property, except as lessee of the Des Moines & Fort Dodge Railroad Company," and, it appearing that the title to the railway track, right of way, and property occupied by the Chicago, Rock Island & Pacific Railroad Company in the city of Fort Dodge is in the Des Moines & Fort Dodge Railroad Company,

Therefore be it Resolved by the city council of the city of Fort Dodge, Iowa, that the city solicitor and the city clerk are hereby authorized and instructed to prepare the proper and necessary ordinance and notices, under the provisions of Code, section 770, for the construction of a viaduct and approaches on Third street, in the city of Fort Dodge, over the tracks of the Minneapolis & Saint Louis railroad and the track of the Des Moines & Fort Dodge railroad, now occupied and controlled by the Chicago, Rock Island & Pacific Railroad Company, and that the proper and necessary action be taken by the city of Fort Dodge to have said viaduct and approaches approved by the Board of Railroad Commissioners, according to the plans and specifications for the same now on file in the office of the city clerk, and approved by the city council of the city of Fort Dodge, Iowa.

During the latter part of February, 1900, the complainant, the city of Fort Dodge, filed the following amendment to its complaint:

"The city of Fort Dodge, Iowa, by leave of the Board of Railroad Commissioners, amends its complaint heretofore filed as follows:

"In June, 1892, the Board of Railroad Commissioners, after investigation and "hearing, made an order in the matter of the viaduct on Second street, now Third "street, in said city, over the right of way of said railroad companies. Said "decision is set out on pages 802, 803, 804 and 805, Railroad Commissioner's Report "for the year 1892. At that time the city of Fort Dodge had a population of less "than seven thousand, as shown by the official census of 1890. No steps have been "taken by either the city or railroad companies to carry out the provisions of said "decision.

"The present proceeding is under a different section of the Code and the plaintiff, in addition to the prayer of its complaint, asks that, if necessary, in this "proceeding the decision of the Board of Railroad Commissioners of June 8, 1892, "be so modified or set aside as not to interfere with this proceeding by the city of "Fort Dodge, Iowa, under the provisions of the law applicable to cities having a "population of over seven thousand. (Signed)

CITY OF FORT DODGE BY M. J. MITCHELL,
City Solicitor."

On the 19th day of January, 1900, Mr. R. M. Wright, attorney for the Minneapolis & St. Louis Railway Company, filed the following answer in said proceedings:

In the matter of the Third street crossing at Fort Dodge, Iowa.

THE CITY OF FORT DODGE, IOWA,

vs.

THE DES MOINES & FORT DODGE RAILROAD COMPANY, AND THE MINNEAPOLIS & SAINT LOUIS RAILROAD COMPANY.

Comes now the Minneapolis & Saint Louis Railroad company, and states to your honorable body, that what is termed Third street in the complaint of the city of Fort Dodge, was in 1891 and 1892 called and known as Second street; that in September, 1891, a complaint was filed before your honorable body by the city of Fort Dodge, Iowa, asking that this defendant, the Minneapolis & Saint Louis Railroad company, and another be required to construct a viaduct over Second street in said city at the identical place where it is now asked by said city of Fort Dodge, that these defendants construct the viaduct asked for in the complaint of said city.

PAR. 2. That your honorable body filed its opinion or decision in said case on the 8th day of June, 1892, after having heard a vast amount of testimony, and after having made a personal inspection and examination of the place where it was asked that this defendant should construct said viaduct.

That said decision is set out on pages 802, 803, 804 and 805 of the Railroad Commissioners' Report for the year 1892, a copy of which decision is hereto attached, marked "Exhibit A," and made a part hereof. That it was found by your honorable body that after the city should have constructed a practicable roadway at each side and up to the right of way at the proper elevation to cross the railroads, that the railroads should construct and complete a bridge and such other roadway over the right of way as might be suitable for the street crossing.

PAR. 3. That since the making of the said order by your honorable body, the conditions in respect to the desirability of such viaduct and the difficulties and

conditions in reference to constructing the same have in no wise changed, save perhaps, that there are four or five more houses to the north of said proposed viaduct, than there were in the year 1892, and Round Prairie, that would by such viaduct be connected with Fort Dodge, is not used for county fairs and such like purposes to as great an extent as it was in the year 1892, so that the actual travel over the proposed viaduct would be less today than it would have been in 1892, had the viaduct been then in existence.

PAR. 4. And this defendant further avers that since 1892 the plaintiff city has done nothing in the way of working said Third street or improving the same, and it has in no manner attempted to construct a proper roadway at each side and up to the right of way of these defendants, so as to cross the said railroads, and this defendant further avers that until the city construct the roadways in the manner required by said order, this defendant ought not to be required to do anything in the premises, and the request and claim of the city should be denied.

PAR. 5. That after the city has completed the work as provided for in said order, if these defendants fail or refuse to do the work contemplated by the said order, then the powers of your honorable body might appropriately be called into activity, but that until such work has been done no order should be made requiring these defendants to do anything in the premises, and for this the defendant will ever pray.

Signed, R. M. WRIGHT,
Attorney for the Minneapolis & Saint Louis Railroad Company.

EXHIBIT A.

CITY OF FORT DODGE, IOWA,
vs.
THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, AND MINNEAPOLIS & SAINT LOUIS RAILWAY (W. H. TRUESDALE, RECEIVER). } *Overhead Street Crossing.*

Complaint filed September 19, 1891

On September 19, 1891, C. M. Hamilton, clerk of the city of Fort Dodge, filed in the office of the commissioners a paper asking that the Chicago, Rock Island & Pacific and the Minneapolis & Saint Louis Railway companies be required to erect a crossing over their lines on Second street in the city of Fort Dodge, said street having been located and dedicated to the public use in 1859; the city had officially made a demand on the companies for the crossing and had been refused. The paper further states that the city had taken measures to open the street for travel, had erected a bridge across Soldier creek and begun the grading on said street.

The answer of Mr. Truesdale, receiver of the Minneapolis & Saint Louis Railway, is that this is a matter that the commission should not take jurisdiction of, but leave for the determination of the courts. He sends a copy of the letter of his attorney, which contains, succinctly stated, the reasons why the company should not be compelled to make the crossing.

First.—The extension of the street is not a public matter, but a private speculation, the city granting permission to open and extend the street on condition that the projectors should bear the expense and the city be put to no cost in its construction.

Second.—It is a matter of no interest to the general public, but would afford access to the fair grounds once a year, but there is always a much better road to them than the bridge by which it is proposed to span this chasm.

Third.—There is no legal highway at this place, the street having been abandoned many years. The ground has been occupied by the railway companies and private individuals for private uses and there is no legal highway there.

The letter further states that the expenditure, which will be large, is for the benefit of a few individuals, and that the city, by its resolution, has guarded itself from any expense. It further holds that there is a legal defense against the enforcement of this claim and therefore the commissioners should not take jurisdiction.

In a subsequent letter Mr. Clarke, the attorney for the Minneapolis & Saint Louis Railway, calls attention to the fact that the road is in the hands of a receiver, that the receiver is an officer of the court and cannot expend money for any purpose except as ordered by the court; that the question is one which is beyond the jurisdiction of the commissioners as it would be a direct interference with the property.

After some further correspondence the commissioners went to Fort Dodge, December, 1891, and took the testimony offered by the city and the railway companies. It seemed to be established by testimony that Round Prairie, which Second street extended north of the railway crossings, would reach, contained about acres of land nearer the center of population of the city than any property now unoccupied that was desirable for residences; that Second street was originally laid out and dedicated to public use and run nearly centrally through Round Prairie and on the west side of the public square. The street was continuous from the south to the north line of the city.

The city council, in the exercise of powers conferred upon them, granted the railway companies the right of way over this street. The nature of the ground was such that this street was not practicable for crossing or public use at the time the railway companies took possession.

At the center of Williams street, one block west and one block north of the public square, the surface of ground is 88 feet above the surface of water in Soldier creek; at the east line of the right of way the surface of ground is twenty-nine feet above the water; seventy-five feet west of this point is nine feet above. The bottom of the valley or flat land is about five hundred feet in width before it begins to rise going north. The natural surface of the center of Mary street in Round Prairie, six hundred and fifty feet north of the creek, is one hundred and ten feet above water in creek. From these statements it will readily be seen that under any conditions the crossing of this valley would involve a very considerable embankment or roadway. The track of the Chicago, Rock Island & Pacific Railway is about seven feet higher than the main line of the Minneapolis & Saint Louis, and is the farthest west. The space now allowed for safety for a bridge over the tracks of a railway is twenty feet; adding two feet for the depth of a structure at the north line of the right of way, the floor of the bridge would be fifty-one feet above the surface of water.

The amount of material required to fill this valley, as estimated by the engineer of the company, Mr. Campbell, is 50,000 cubic yards The expense of making a highway crossing that would be practicable is admitted by all parties to be considerable. It is also admitted that before or since the construction of the railways the

street was never used as a highway, and its condition was such its use was impracticable.

The Commissioners do not deem it their duty to determine the question raised in the first and second sections of the answer, as the city officials ask their interference, and whether it is for purposes of speculation or general utility, it is a matter for the city authorities to settle, and it is fair to presume that it was properly done before the application was made

The third clause in the answer is that there is no legal highway at this place, and the ground has been occupied by the railway companies and private individuals for private use.

The Commissioners understand that this street was laid out and dedicated to the public use more than thirty years ago; that the city council in giving the use of the street to the railway company did not, by this action surrender the right of the public to its use. So far as private occupation is concerned there is no claim that any individual disputes the right of the city to this street, and if they did, it is the opinion of the Board that adverse possession for any period of time would not deprive the city of its rights to the streets and alleys. Whether the Board should take jurisdiction, and whether the Minneapolis & Saint Louis Road, being in the hands of a receiver who is an officer of the court, the interference of the Commission would be impertinent, are matters that in all probability will come before the court that appointed the receiver, and the action of the board will only facilitate the determination of these questions.

Section 1930 of McClain's Code reads as follows: Any such corporation may raise or lower any turnpike, plank road or other highway for the purpose of having its railway cross over or under the same, and in such cases said corporation shall put such highway, as soon as may be, in as good repair and condition as before such alteration.

There was no crossing practible for use at this point before the railways were constructed and the conditions since that time caused by the construction of the tracks, make any other than an over-crossing impossible. There are three tracks, the center three feet lower than the east, and between six and seven feet lower than the west track, so that if it were possible to get the roadway to grade at the line of the right of way the difference of the height of tracks would make the crossing impracticable. If crossed, there must be over the right-of-way a bridge, giving a clear roadway of twenty feet above the highest track, involving a large outlay in the building of the roadway across the Soldier creek valley.

Under the section of the code above quoted it became the duty of the railway company to put the highway in as good condition for travel as it was before The highway before the road was built was practicable only for persons traveling on foot; it is still so and probably has always been. For teams it was and is impracticable. The question then arises on the facts submitted. The city of Fort Dodge desires to open this street. It has bridged the creek and begun an enbankment across the flat in the direction of the railway. When the roadway is completed to the right of way of the railroad company, has the railway company a right to say that the road shall stop there?

The commissioners think not. The right of way over this street was granted to the company, but the right of the public to the use of the street was not, as they learned, ever parted with. If it was not, it seems the duty of the railway companies when the conditions make it necessary to provide a crossing over their tracks, to do so, and it is the opinion of the board that after the city shall have constructed practicable roadways at each side and up to the right of way at the proper elevation

to cross the railroads that the railway companies should construct and complete the bridge and such other roadway over the right of way as may be suitable for the street crossing. It is intended that the railway construction shall be confined to the right of way as nearly as possible and accomplish the object sought. It may be impracticable in constructing the work for the city and the railway companies to divide their work on the exact line of right of way, but it is the intention of the commissioners to require the railroad company to supply the portion of the roadway over their right of way in such manner as to enable the city to connect the roadway outside the right of way with it. This is all the city claims.

The order of the commissioners is that the respondent companies, the Chicago Rock Island & Pacific Railway company and the Minneapolis & St. Louis Railway, shall within thirty days after the city of Fort Dodge shall have constructed a practicable roadway on each side up to the right of way of said companies at the proper elevation to cross the railroad tracks twenty-two feet above the top of the rail of the highest track, construct and complete a bridge and such other roadway on its right of way only as may be necessary and suitable for the continuation of such street grade over and across said right of way, such construction so required to be confined to the right of way as heretofore described

Des Moines, Iowa, June 8, 1892.

On February 14, 1900, the Minneapolis & St. Louis Railway company filed the following amendment to its answer:

THE CITY OF FORT DODGE

vs.

THE MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY, *et al.*

Comes now the Minneapolis & St. Louis Railroad company, and amends its answer hereto filed in the above entitled cause by adding thereto the following as a separate and partial defense.

This defendant states that the necessity for an elevated crossing over Third Street is not occasioned by the location of the respondent's railroad across the said street, nor by the location of the railroad of the other defendant across the same, but that the same is occasioned by the actual contour and configuration of the ground where it is proposed to construct the viaduct, and that an elevated crossing would be just as necessary if the railroads were not located across the said street as it is now. That it the defendants build a viaduct across their right of way, the city of Fort Dodge will to a corresponding extent be saved an expense which it would otherwise have to incur if the railroads were not there; and this defendant avers that by reason of the facts alleged it would be unjust and inequitable to require these defendants to construct any part of the approaches or any part of the said viaduct other than that part extextending over and across the right of way, and over that only.

(Signed) R. M WRIGHT,

Attorney for THE MINNEAPOLIS & ST LOUIS RAILROAD COMPANY.

And on the 10th day of February, 19, Mr. Carroll Wright, attorney for the Chicago, Rock Island & Pacific Railway,Company, filed the following answers for the Des Moines & Fort Dodge Railroad Company and the Chicago, Rock Island & Pacific Railway Company respectively:

CITY OF FORT DODGE, IOWA,

vs.

DES MOINES & FORT DODGE RAILROAD COMPANY, CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, LESSEE, AND THE MINNEAPOLIS & SAINT LOUIS RAILROAD COMPANY.

Comes now the Des Moines & Fort Dodge Railroad company and in response to the complaint filed herein by the city of Fort Dodge, Iowa, says:

First.—That in 1891 the complainant herein filed a petition with this body asking that an overhead crossing be constructed over the lands then occupied by the Des Moines & Fort Dodge Railroad company and the Minneapolis & Saint Louis Railroad company. That after said complaint was filed there was a full hearing in reference to all the matters involved therein. That the members of the railroad commission personally inspected the ground and heard a vast amount of evidence in reference to the necessity of a crossing at the point referred to in said complaint. That after said hearing, this commission ordered that the railway companies interested therein should within thirty days after the city of Fort Dodge had constructed a practical roadway on each side up to the right-of-way of said railway companies, construct and complete a bridge twenty-two feet above the top of the rail of the tracks of said railway companies. That the place where the said crossing was desired is identical with the one referred to in the complaint herein. That since the entry of said order by said railroad commissioners, the Des Moines & Fort Dodge Railroad company has been willing to comply with the order as soon as the city of Fort Dodge had constructed the roadway in said order referred to. That the conditions in reference to the necessity of said crossing and roadway have not changed since the entry of said order, and the Des Moines & Fort Dodge Railroad company now avers its willingness to comply with the original order made in the proceedings hereinbefore referred to, and insists that said order is conclusive upon all questions involved in this matter.

Second.—For further response to the complaint of the petitioner herein, the Des Moines & Ft. Dodge Railroad Co. says: That the over-crossing asked for in this proceeding is not rendered necessary in any manner by reason of the location or construction of the railroad tracks referred to in said complaint. That the contour of the ground at Third street is of such character that if the city of Ft. Dodge desired a street from the bluff described in the complaint herein, it would be necessary to construct a bridge, and this would be necessary without reference to the fact that there were any railroad tracks in the vicinity thereof.

Third.—The Des Moines & Ft. Dodge Railroad Co. for further response to the application herein says: That to comply with the plan of the petitioners herein would involve an expense of about $18,000. That if said railroad company and the other railroad companies made parties hereto were required to construct the overhead crossing and the approaches thereto, the amount of money necessary to build the trestle and the iron superstructure would amount to at least $18,000. That to require the said railroad companies to incur such an expense would be unjust, in view of the fact that the overhead crossing is not in any sense made necessary by reason of the location of the railroad tracks at the points designated upon the plat filed with the commissioners.

Fourth.—The Des Moines & Ft. Dodge Railroad Co. for further response to the complaint of the petitioners herein says: That it only owns a few miles of track in the city of Ft. Dodge. That it enters Ft. Dodge over lines belonging to another railroad company, and its track is only used to a limited extent That because of the infrequency of its trains a grade crossing would not be dangerous. That because of said facts it would be unjust to require the Des Moines & Ft. Dodge Railroad Co. to pay its proportion of the expense of the construction of a viaduct and approaches as described in the complaint herein.

Fifth.—That an over-crossing, in view of the contour of the ground and the people to be accommodated thereby. is wholly unnecessary. That the farming community west and north of Ft. Dodge do not and will not reach that town over the highway contemplated by the complainant. That there are not to exceed twenty (20) families who would naturally reach the city of Ft. Dodge over this proposed crossing. That because of such situation of affairs it would be unfair and unjust to require said Des Moines and Ft. Dodge Railroad Co. to pay any considerable portion of the cost of said over-crossing.

WHEREFORE, your respondent asks that no further order be made herein.

THE DES MOINES & FT. DODGE RAILROAD CO., BY CARROLL WRIGHT.
Its Attorney.

CITY OF FORT DODGE

vs.

DES MOINES & FORT DODGE RAILROAD COMPANY, CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, LESSEE, AND THE MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

Comes now the Chicago, Rock Island & Pacific Railroad Company, respondent herein, and says:

First —It makes all the statements contained in the response of the Des Moines & Fort Dodge Railroad Company a part of its response to the complainant herein.

Second.—It says that it has no interest in the property over which the proposed viaduct is to be constructed, except as a lessee of the Des Moines & Fort Dodge Railroad Company. That several years ago it leased the line of the Des Moines & Fort Dodge Railroad Company, and since that time has been operating the same under said lease. That said lease will expire within a very few years.

WHEREFORE, It says that no order shall be made requiring it to pay any portion of the expense of the construction of the proposed overcrossing or viaduct.

THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
By CARROLL WRIGHT,
Its Attorney.

The board fixed February 15, 1900, at the city of Fort Dodge for the hearing of said complaint. Upon said date all of the commissioners were present and the respective parties were represented by their attorneys. The board proceeded to personally inspect the place where the viaduct in question is asked for, and heard all the testimony offered for and against the construction of said viaduct, and the liability of the railway companies to contribute to or pay for the expense of constructing the same.

This case was before the Board of Railroad Commissioners and was decided by said board during the year 1892, and the decision of the board therein may be found in the commissioners' report for 1892 beginning on page 802.

The facts as found by the Board of Railroad Commissioners upon the former hearing are substantially the same as they now exist, with the exception of the increase of population of the city of Fort Dodge and some other minor changes; reference is herein made to that part of of the former decision for a statement of the facts as considered by this board upon the present hearing.

It is contended by the city of Fort Dodge that the present proceedings should be regarded and treated independently of the former hearing of the proceedings had thereunder, for the reason that the city of Fort Dodge at the time of the former hearing did not have a population of 7,000 inhabitants, but that at the time of the present hearing it has a population of 7,000 inhabitants and over, and that therefore sections 770, 771, 772, 773, and 774 of the Code of Iowa are made applicable thereto, and as such city through its city council has complied with all legal requirements, including the adoption of the necessary ordinance, it has a legal right to demand and insist that the railway companies should be compelled to build the viaduct in question and including the approaches thereto; by an amendment subsequently filed the city of Fort Dodge asks the Board of Railway Commissioners, at this hearing to treat this as an application for a rehearing or modification of the Board of Railway Commissioners' former decision. Section 770 of the Code of 1897 is the section of the statutes under which it is contended by the city of Fort Dodge that the Board of Railway Commissioners is authorized to make the ruling and decision asked for in its application. This section is as follows:

"Cities having a population of seven thousand or over shall have power to require any railroad company, owning or operating any railroad tracks upon or across any public streets of such city to erect, construct, reconstruct, complete, and maintain to the extent hereinafter provided, any viaduct upon or along such streets, and over or under such tracks, including the approaches thereto, as may be declared by ordinances of such city necessary for the safety and protection of the public. The approaches to any such viaduct shall not exceed a total distance of eight hundred feet, but no such viaduct shall be required on more than every fourth street running in the same direction, and no railway company shall be required to build or contribute to the building of more than one such viaduct, with its approaches, in any one year; nor shall any viaduct be required until the board of railway commissioners shall, after examination, determine the same to be necessary for the public safety and convenience, and the plans of said viaduct * * * have been approved by said Board."

From a personal inspection of Third street and the place where it is proposed to construct and build the viaduct the Board is convinced that this proposed viaduct is not made necessary by reason of the construction of the railway tracks crossing this street and the operation of trains thereon; but that it is made necessary by reason, and on account of the surface of the ground between the banks on each side thereof being very much lower, so much so that it is unfit for traveling, except perhaps, for foot passengers. See findings of fact in former decision.

This being the physical condition of the grounds, what is the duty of the board? True the railway crosses this street, and if we should be obliged to follow the exact language of the statute, we confess we might be able to make the order contended for, but as we read this section of the statute it gives the board a discretionary power; it provides "nor shall any viaduct be required until the Board of Railway

Commissioners shall have examined and determined the same to be necessary for the public safety and convenience, and the plans of said viaduct prepared as hereinafter provided, shall have been approved by said Board."

It would seem from the language above quoted that the Board should first determine whether or not this viaduct is necessary for the public safety. If the street in question should first be placed in a condition to enable the public to use it with reasonable convenience and safety, the city of Fort Dodge would be obliged to fill the low surface between the banks, and this fill would necessarily have to be made to a considerable extent. In any event, as we view the premises, it would have to be made to such an extent that it would carry the surface of the street far above the present location of the railway's tracks. Could we then say after that had been accomplished that under this section of the statute the public safety and convenience would demand a viaduct over and across the railway company's tracks, the expense to be borne entirely by the railway company? This section of the statute seems to contemplate a condition that requires a viaduct by reason and on account of the construction of the railway and the operation thereof over and across the street where the viaduct may be required.

We have serious doubts whether we would have power and authority to act in a case similar to the one under consideration, where the viaduct was not made necessary by reason and on account of the construction and operation of the railway, if general power and authority was not given this board by the statute. We have reached the conclusion, however, that under the general power and authority conferred upon the board of railroad commissioners we have the right and authority to act independent of section 770 of the code, and in doing so we would not be obliged to follow the plans and specifications submitted to the board upon this hearing.

In the arguments of counsel for the railway companies the point is made, and urged with a good deal of force, that unless the plans and specifications are approved by the board they must be rejected, and it would have no authority to change or modify the same and therefore must make no order herein. If we have authority, under the general statutes of the state, to make an order in this case, then we would not be obliged to follow any specific plans for specifications for the construction of this viaduct. We believe that in so far as the construction of the viaduct is concerned the city of Fort Dodge and the two railways ought to agree with reference to the manner and method of its construction. We are of the opinion that the railway companies, that is, the Des Moines & Fort Dodge Railway company and the Minneapolis & Saint Louis Railroad company should construct and maintain a viaduct in a good, substantial and safe manner, over the right of way occupied by the two companies, and the approach thereto extending from the companies' right of way on Third street, being the south approach to and upon the said viaduct. In order that there may be no controversy with reference to the construction of this viaduct it is ordered by the Commission that the city of Fort Dodge shall have the right to construct the said viaduct over and across the railway companies' right of way and including the south approach; the plans and specifications, however, for the construction of the viaduct, including a description of the material proposed to be used in its construction, shall be first submitted to the railway companies and shall be approved by them. And in case the railway companies and the city of Fort Dodge are unable to agree therein the same may be submitted to the Board of Railroad Commissioners for its approval. The reasonable and necessary cost of the construction of the viaduct across the

railway companies' right of way and including the south approach shall be fully borne and paid by the railway companies, each company paying one-half thereof; the amount due and payable for said work and construction shall be paid when certified to by the civil engineer of the city of Fort Dodge.

In case either of the parties hereto desire any modification of the order respecting the construction of the viaduct or the payment thereof, an application may be made to the Board of Railroad Commissioners and a hearing may be granted therein.

Des Moines, Iowa, June 7, 1900.

No. 2099—1900.

THE FOWLER COMPANY, AND OTHERS,

vs.

CHICAGO GREAT WESTERN RAILWAY COMPANY, ILLINOIS CENTRAL RAILROAD COMPANY

Petition for "Y" Track at Waterloo.

Petition filed January 4, 1900.

An application was made to the Board of Railroad Commissioners by a large number of wholesalers and other interests of Waterloo, Iowa, requesting the commission to require the Illinois Central Railroad company and the Chicago Great Western Railway company, at a point where one railroad crosses the other to connect the two railways by a Y track; no particular point was mentioned or referred to in the petition or the application where such Y track connection should be made.

During the year 1898 a similar application was made to the Board of Railroad Commissioners and a hearing had on the questions arising thereunder. At such hearing it was found that the public interests and demand for a Y track were sufficient and that a Y track connection should be made; at that time the Y track was asked to be established at the point where the Illinois Central Railroad company's line crosses that of the Chicago Great Western Railway company at grade on Water street in said city of Waterloo. Upon that investigation and hearing it was found that in order to construct the Y track at the point desired and requested it would be necessary to lay the tracks of the Y track connection, or some of them, upon and along Water and Sixth streets and that no authority had been granted or permission given therefor by the city of Waterloo. The Board held in that case that it would be without authority to make such order until such permission or authority had been first obtained from the city council of Waterloo.

The board fixed February 20, 1900, at Waterloo, as the time and place where the hearing would be had upon the application herein. At that time the Chicago Great Western Railway company was represented by its counsel, Mr. D. W. Lawler of St. Paul, Minn. and Mr. O. C. Miller of Waterloo, Iowa; the Illinois Central Railroad Company was represented by its superintendent, Mr. F. B. Harriman, and the citizens who made the application were represented by Messrs. Fowler, Wanger, Ricker and others. The conditions not having changed concerning the public necessity for the Y and the demands therefor, it was stated by the commission that it would not hear any testimony or statements upon that point, and that the only question that was submitted to the board at this hearing was its right and authority to make a ruling with reference to the Y connection being

made at what is known as the Water street crossing. These questions were fully presented by the respective parties. Prior to the holding of the hearing on February 20 the city of Waterloo had obtained a temporary injunction against both railways enjoining them from laying tracks or otherwise invading Sixth and Water streets in the construction of the Y in question. At this hearing that injunction had not been disposed of but was still pending in the district court of Blackhawk county.

The point on Water street where one road crosses the other, and in that locality, is one of the business streets of the city of Waterloo, extending in a northerly and southerly direction; Sixth street is one of the business streets of the city of Waterloo, running nearly east and west, crossing Water street. The Illinois Central railroad extends for a considerable distance along Water street with what is known as the Belt Line, this line being used by all passenger trains operated by the Illinois Central Railroad company through Waterloo, and for the purpose of switching cars to and from its main line to one of its freight stations in Waterloo. The main tracks of the Chicago Great Western Railway company extend nearly parallel to and between Sixth and Seventh streets for a considerable distance.

Another point was suggested upon the hearing where the Y might be constructed, which is a considerable distance north and east of the Water street crossing, perhaps a half mile or thereabouts. This is at a point where the main line of the two railways cross, and is an over crossing, that is, the Chicago Great Western railway passes over the Illinois Central railroad at an elevation of about twenty feet. In order to construct a Y at this point it would require a Y track about a half mile in length. These distances are all a matter of estimate.

In the construction of the Chicago Great Western railway over one of the streets upon which this Y would necessarily be constructed, if ordered at this point, the Chicago Great Western Railway Company passes over the same at a reasonable elevation, thereby making an undergrade street crossing. If this Y should be located to pass over this street at the same grade as that of the Chicago Great Western Railway it would require in the construction thereof quite a large expense, the amount thereof we are unable to determine without estimates made by civil engineers.

Since the hearing the commissioners have received a certified copy of what purports to be a resolution passed by the city council of Waterloo under date of February 26, 1900, which resolution states that it is

"*Resolved*, By the city council of the city of Waterloo, Iowa, that the prayer of the petition of the property owners adjoining Sixth and Water streets wherein it is asked that permission be not granted the Illinois Central and Chicago Great Western Railway companies to build a wye is hereby granted, and permission is refused said railway companies to build and construct a wye on said named streets. Be it

Resolved, By the city council of the city of Waterloo, Iowa, that permission is hereby granted the Illinois Central and the Chicago Great Western Railway companies to cross Lane and Mobile streets at grade of said streets in the building and construction of a wye by said railway companies, provided, said companies construct said wye wholly on the right of way of said companies as now owned by them."

We find in this case that the physical conditions of the premises upon Sixth and Water streets are such that a wye could be constructed at a reasonable expense; and that the two railway companies have mutually agreed to construct a wye at this point and were engaged in such construction when the injunction was obtained; we also find that we have no authority to order the construction thereof in view of the proceedings now pending in the district court of Blackhawk county

and the action of the city council of Waterloo with reference thereto. Therefore, this application is denied.

Respecting the construction of a Y track at the point where the main lines cross, we are not sufficiently advised at this time with reference to the wishes or request of the petitioners, because the action of the city council was taken after the case was heard by the Board at Waterloo, and for the additional reason that we have no estimates with reference to the probable cost of the construction thereof. If the construction of the Y at this point is demanded or required, a written application may be made to this Board setting out such demand or requirements, and after taking the matter up with the railway companies respecting the cost thereof, we will then decide the question whether or not a Y track should be constructed at the said point.

Des Moines, Iowa, April 4, 1900.

No. 2100—1900.

In the matter of the condemnation of lands for additional depot grounds by the Iowa Central Railway Company at Marsh Station, Louisa county, Iowa.

In the matter of the petition of the Iowa Central Railway company for permission to condemn certain lands for additional depot grounds at Marsh Station in Louisa county and the state of Iowa, the Board of Railroad Commissioners of the state do hereby certify, that upon the application of the Iowa Central Railway company to this Board, stating the desire of said Company to condemn the property, hereinafter more particularly described, for additional depot grounds for the use of said Company, the Commissioners proceeded in conformity with law to examine into the matter of said application and do hereby certify that in the opinion of the Board of Railroad Commissioners the additional lands described in said application are necessary for the reasonable transaction of the business present and prospective of said Railway Company at said station, to-wit:

Commencing where the south line of the right of way of the Iowa Central railway crosses the east line of section No. thirty (30) in township No. seventy-three (73), north of range No. four (4), west of the fifth principal meridan in Louisa county, Iowa, said point being twenty-five (25) feet distant southwesterly at right angles from center line of main track of said Railway Company; thence northwesterly on and along the south line of said right of way, which is parallel with and twenty-five (25) feet distant at right angles from said center line a distance of seventeen hundred and forty (1740) feet; thence due south 27.1 feet; thence southeasterly parallel with above mentioned south line of right of way and twenty-five (25) feet distant therefrom seventeen hundred and forty (1740) feet to the east line of said section No. thirty (30); thence north on and along said section line 27.1 feet to the place of beginning, and containing one (1) acre more or less, all in the northeast quarter (¼) of said section No. thirty (30), township No. seventy-three (73), range No. four (4) in Iowa.

In witness whereof, the said Board of Railroad Commissioners have caused this certificate to be executed and duly signed and attested by its Chairman with instructions that the same be filed with the clerk of the district court in and for Louisa county, Iowa.

Done at Des Moines, Iowa, this 20th day of November, 1900.

D. J. PALMER,

Chairman Board of Railroad Commissioners of the State of Iowa.

No. 2101—1900.

In the matter of the petition of the Dubuque & Sioux City Railroad company for permission to condemn certain lands in Butler county, state of Iowa, (additional depot grounds)

In the matter of the petition of the Dubuque & Sioux City Railroad company for permission to condemn certain lands as provided by section 1996 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-Eighth General Assembly, in the county of Butler, State of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Dubuque & Sioux City railroad company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the commissioners proceeded in comformity with law to examine into the matter of said application, and do hereby certify that the additional lands described in said application are necessary for the use of said railway company, to-wit:

A strip of land twenty-six (26) feet wide along and adjoining said right of way of said railroad on the north side thereof. Said strip of land commencing at the west line of the northeast quarter (N. E.) of the southeast (S. E.) quarter of section twenty-eight (28), in township ninety (90) north of range sixteen (16), west of the 5th P. M , Iowa, in said county, and extending thence easterly to the east line of the northwest (N. W) quarter of the southwest (S W.) quarter of section twenty-seven (27) in the same township and range, and containing one and 58-100 acres, including the highway crossed by said strip of land on the section line between said sections twenty-seven (27) and twenty-eight (28).

Also a strip of land seventy-eight (78) feet wide along and adjoining said right of way of said railroad, on the south side thereof, commencing at the west line of said north-east (N. E) quarter of the southeast (S. E.) quarter of said section twenty-eight (28) and extending thence easterly to the east line of the west half (W. 1-2) of the southwest (S. W.) quarter of said section twenty-seven (27), containing (including the highway on the section line between said sections 27 and 28), four and 84-100 acres.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its Secretary, with instructions that the same be filed with the clerk of the district court of Butler county, state of Iowa.

Done at Des Moines, Iowa, August 6, 1900.

No. 2102—1900.

In the matter of the petition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds at West Liberty, Iowa.

In the matter of the petition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds in the town of West Liberty, Iowa, the Board of Railroad Commissioners of the state of Iowa do hereby certify that upon the application of the Burlington, Cedar Rapids & Northern Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and

do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the reasonable transaction of the business present and prospective of such railway company, to-wit:

Beginning at a point where west boundary line of right of way of the B., C. R. & N. Ry , intersects east line of out lot ten in town of West Liberty, Muscatine county, said point being fifty feet distant at right angles from center line of said railway track; thence in a southeasterly direction parallel to and fifty feet distant from center of said railway track 275 feet, thence in a northwesterly direction to a stone at southeast corner of said out lot ten; thence north to a point of beginning, containing seventeen one-hundredths (17-100) acres more or less.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its Secretary, with instructions that the same be filed with the clerk of the district court of Muscatine county, state of Iowa.

Done at Des Moines, Iowa, May 23, 1900.

No. 2103–1900.

In the matter of the petition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds at Bayfield, Iowa.

In the matter of the petitition of the Burlington, Cedar Rapids & Northern Railway company for permission to condemn certain lands for additional depot grounds in the town of Bayfield, Iowa, the Board of Railroad Commissioners of the state of Iowa do hereby certify that upon the application of the Burlington, Cedar Rapids & Northern Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional depot grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the reasonable transaction of the business present and prospective of such railway company, to-wit:

Beginning at a point on the south line of section 13, township 77, range three (3), 4,361.6 feet west of the southeast corner of said section; thence west along said section line, 785.2 feet, thence north at right angles, 221.9 feet to the southerly line of the right of way of the B., C. R. & N. Ry. Co., thence easterly along the right of way line, parallel to, and fifty feet distant from, the center of the main line to the place of beginning, containing two acres more or less, including the strip thirty feet wide along the south side of the above piece, being half of the road.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Muscatine county, state of Iowa.

Done at Des Moines, Iowa, June 15, 1900.

No. 2104—1900.

In the matter of the petition of the Des Moines Union Railway company for permission to condemn certain lands in Polk county, state of Iowa

In the matter of the petition of the Des Moines Union Railway company for permission to condemn certain lands as provided by section 1998 of the code of

1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Polk, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Des Moines Union Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that the additional lands described in said application are necessary for the use of such railway company, to-wit:

The north fourteen feet of lots 3 and 6 in block 4, in the original town of Fort Des Moines; the north fourteen feet of lots 2 and 7 in block 9; and the north fourteen feet of lots 2 and 7 in block 14 of H H. Hoxie's addition to Des Moines.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its Secretary, with instructions that the same be filed with the clerk of the district court of Polk county, state of Iowa.

Done at Des Moines, Iowa, July 11, 1900.

No. 2105—1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Greene county, State of Iowa.

In the matter of the petition of the Chicago & Northwestern Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-Eighth General Assembly, in the county of Greene, state of Iowa, the Board of Railroad Commissioners of the state ot Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to-wit:

A strip of land bounded as follows: Beginning at the northwest corner of the northwest ¼ of northeast ¼ of section 1, township 63, north of range 29, west, in Greene county; thence south 100 feet, thence easterly and northerly to a point 43 and 6-10 feet due south from the northeast corner of said northwest ¼ of northeast ¼; thence north 43 and 6-10 feet to said northeast corner; thence west to the point of beginning, containing 2 and 18-100 acres.

Also a strip of land fifty (50) feet wide, adjoining the southerly side of the said railway company's present right of way through the southeast ¼ of the southeast ¼ of section 36, township 84, north of range 29, west, Greene county, Iowa, to a point on said premises twenty rods west of the eastern boundary thereof, thence north to right of way, containing about one and 51-100 acres.

Also all that parcel of land in the southwest ¼ of the southeast ¼ of section 36, township 84, north of range 29, in Greene county, Iowa, lying south of the present right of way of the said railway company, containing 83-100 of an acre.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its Secretary, with instructions that the same be filed with the clerk of the district court of Greene county, state of Iowa.

Done at Des Moines, Iowa, July 9, 1900.

(Haun, *et al.*)

No. 2106—1900.

In the matter of the petition of the Chicago, & North-Western Railway company for permission to condemn certain lands in Greene county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Greene, state of Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for aditional grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to-wit:

A strip of land twenty-five feet wide adjoining the northerly side of said railway company's present right of way through the west ½ of northwest ¼ of northeast ¼ of section 10, township 83, north of range 32, in Greene county, Iowa, otherwise known as lots 1, 2, and 3 of said section, containing 33-100 of an acre.

Also a strip of land twenty-five feet wide, adjoining the northerly side of said railway company's present right of way through the northeast ¼ of northwest ¼ of said section, otherwise known as lot 5 and part of lot 4 of said section 10, containing 79--100 of an acre.

Also a strip of land twenty-five feet wide, adjoining the northerly side of said railway company's present right of way through that part of the northwest ¼ of northwest ¼ of said section 10, known as lot 4.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Greene county, state of Iowa.

Done at Des Moines, Iowa, July 9, 1900.

(Thompson *et al.*)

No. 2107—1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Greene county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Green, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to-wit:

A strip of land fifty (50) feet wide adjoining the northerly side of the said railway company's present right of way through the northwest ¼ of southeast ¼ of

section 2, township 83, north of range 30 west, Greene county, Iowa; containing 1 and 52-100 acres

Also, a strip of land twenty-five (25) feet wide adjoining the northerly side of said railway company's present right of way through the northwest ¼ of southwest ¼ of section 2, township 83, north of range 30 west, Greene county, Iowa; containing 76-100 of an acre.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Greene county, state of Iowa.

Done at Des Moines, Iowa, July 9, 1900.

(Pfaff *et al.*)

No. 2108-1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Boone county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Boone, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to-wit:

A strip of land fifty (50) feet in width, south of, parallel and contiguous to the south line of the right-of-way of the Chicago & North-Western railway through the southwest quarter of the southwest quarter of section 33, township 84 north, of range 28 west, in Boone county, Iowa, containing 1 and 55-100 acres.

In witness whereof the said board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Boone county, state of Iowa.

Done at Des Moines, Iowa, July 9, 1900.

(Sullivan et al.)

No. 2109—1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Greene county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Greene, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the Board, stating the desire of said company to condemn the property hereinafter more particularly described for

additional grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to-wit:

A strip one hundred (100) feet wide adjoining the southerly side of the said railway company's present right of way through the east half of the northwest fractional quarter of section 5, township 83 north, range 29 west, Greene county, Iowa, containing 3 and 2-100 acres.

Also, a strip twenty-five (25) feet wide adjoining the southerly side of said railway company's present right of way through the west half of northwest fractional quarter of said section 5, township 83 north, range 29 west, containing 76-100 of an acre.

Also, a strip of land twenty-five (25) feet wide adjoining the southerly side of said railway company's present right of way through the east half of northeast fractional quarter of section 6, township 83 north, range 29, extending from the east line of said section 6, 614½ feet westerly along said right of way and containing 35-100 acres.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its Secretary, with instructions that the same be filed with the clerk of the district court of Greene county, state of Iowa.

Done at Des Moines, Iowa, July 9, 1900.

(Morrison *et al.*)

No. 2110—1900.

In the matter of the petition of the Chicago & Northwestern Railway company for permission to condemn certain lands in Greene county, state of Iowa.

In the matter of the petition of the Chicago & Northwestern Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eight General Assembly, in the county of Greene, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Chicago & Northwestern Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that, in the opinion of the Board of Railroad Commissioners, the additional lands described in said application are necessary for the use of such railway company, to-wit:

A strip of land thirty-three (33) feet wide adjoining the southerly side of said railway company's present right of way and running through the northeast fractional one-quarter (¼) of section 2, township 83 north, of range 29 west, Greene county, Iowa, containing one and 98-100 acres.

In witness whereof the said Board has caused this certificate to be executed and duly signed and attested by its Secretary, with instructions that the same be filed with the clerk of the district court of Greene county, state of Iowa.

Done at Des Moines, Iowa, July 9, 1900.

(Morgan *et al.*)

No. 2111—1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Boone county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, Chapter 70, laws of the Twenty-eighth General Assembly in the county of Boone, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the Board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that the additional lands described in said application are necessary for the use of said railway company, to-wit:

A strip of land twenty-five (25) feet in width, south of, parallel and contiguous to the south line of the right of way of said railway company as now located through the east half of southeast quarter of southwest quarter of section 32, township 84, north of range 28, in Boone county, Iowa, and containing 37-100 of an acre; and

A strip of land thirty-three (33) feet in width and 1032 feet in length, beginning at the intersection of the north and south middle line of said section 32, and running easterly south of parallel and contigous to the south line of the right of way of said railway company as it is now located through the southwest quarter of the southeast quarter of section 32, township 84, north of range 28, in said Boone county, Iowa, containing about 80-100 of an acre.

In witness whereof the said board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Boone county, state of Iowa.

Done at Des Moines, Iowa, July, 27, 1900.

(Doran, *et al.*)

No 2112—1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Greene county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Greene, state of Iowa, the Board of Railroad Commissioners of the state of Iowa do hereby certify that upon the application of the Chicago & North-Western Railway company to the Board, stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the Commissioners proceeded in conformity with law to examine into the matter of said application, and do hereby certify that the additional lands described in said application are necessary for the use of said railway company, to-wit:

A strip of land fifty (50) feet wide, north of, contiguous to and parallel with the public highway through the southwest one-quarter (¼) of the southeast one-quarter (¼) of section thirty-six (36), township eighty-four (84) north of range

twenty-nine (29) west, Greene county, Iowa, except fifty feet at the east end of said strip, which is reserved to the defendant for crossing to the highway, which highway adjoins said railway company's present right-of-way through said above named section on the northerly side thereof. Said strip of land containing about one and 50-100 acres.

In witness whereof the said board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Greene county, state of Iowa.

Done at Des Moines, Iowa, September 11, 1900

(Hoefle, *et al.*)

No. 2113—1900.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands in Greene county, state of Iowa.

In the matter of the petition of the Chicago & North-Western Railway company for permission to condemn certain lands as provided by section 1998 of the code of 1897, as amended by section 1, chapter 70, laws of the Twenty-eighth General Assembly, in the county of Greene, state of Iowa, the Board of Railroad Commissioners of the state of Iowa, do hereby certify that upon the application of the Chicago & North-Western Railway company to the board stating the desire of said company to condemn the property hereinafter more particularly described for additional grounds for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of said application and do hereby certify that the additional lands described in said application are necessary for the use of said railway company, to-wit:

A strip of land adjoining the southerly side of the said railway company's present right of way, two hundred feet wide, beginning at the east line soutwest one-quarter (¼) of northeast one-quarter (¼) of fractional section 3, twp. 83, range 29 west, in Greene county, Iowa, and extending thence westerly seven hundred feet to the east bank of a creek, and thence a strip seventy-five feet in width extending westerly a distance of sixteen hundred and twenty (1,620) feet, situated in lot 4 in the northeast fractional one-quarter (¼), and lot 3 in the northwest fractional one-quarter (¼) of section 3, township 83, north of range 29 west, in Greene county, Iowa, and containing six acres, more or less.

In witness whereof the said board has caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the Clerk of the District Court of Greene county, State of Iowa.

Done at Des Moines, Iowa, September 19, 1900.

(Frantz, *et al.*)

No. 2114—1900,

In the matter of approval of an interlocking switch system or safety device at grade crossing of Dubuque & Sioux City railroad and Sioux City & Northern Railway at Hinton, Iowa.

Be it remembered, that the board of railroad commissioners of the state of Iowa on the 27th day of December, 1899, inspected and examined an interlocking switch system or safety device equipped and to be operated jointly by the Dubuque

& Sioux City Railroad company and the Sioux City & Northern Railway company at or near Hinton station, in the county of Plymouth, and state of Iowa, and at a point where each of said railways crosses the other at grade, for the purpose of rendering it safe for engines and trains to pass over such crossing without stopping, and the board of railroad commissioners of the state of Iowa on said 27th day of December, 1899, approved the equipment of such interlocking switch system or safety device as aforesaid.

No. 2115-1900.

INTERLOCKING SYSTEM AT SABULA DRAWBRIDGE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the drawbridge of the Chicago, Milwaukee & St. Paul Railway Company, over the Mississippi River, at or near Sabula station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device.

NOW, THEREFORE, It is hereby ordered that the said interlocking device be, and the same is hereby approved, in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad company to run said drawbridge without stopping, until the further order of this Commission, subject, however, to the following conditions, to-wit:

First--Said company shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second--Each engine and train shall be brought under control after passing distance signal, and shall proceed under control over said bridge. "Control," as here used, means speed of train, must be governed by brake power at command, and in no case exceed the power of trainmen to readily stop train within safe distance should danger appear between distance signal and bridge, or at bridge.

Third--No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary at Des Moines this eighth day of January, 1900.

No. 2116—1900.

INTERLOCKER AT INDEPENDENCE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Illinois Central Railroad company with the tracks of the Burlington, Cedar Rapids & Northern Railway company, at or near Independence station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the

commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-fourth day of January, 1900.

No. 2117—1900.

INTERLOCKER AT CEDAR FALLS.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Illinois Central Railroad company with the tracks of the Burlington, Cedar Rapids & Northern Railway company, at or near Cedar Falls station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device.

NOW THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.- Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-seventh day of January, 1900.

No. 2118–1900

INTERLOCKER AT IOWA FALLS.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Illinois Central Railroad company with the tracks of the Burlington, Cedar Rapids & Northern Railway company, at or near Iowa Falls station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this third day of February, 1900.

No. 2119 1900

INTERLOCKER AT HERNDON.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago, Milwaukee & St. Paul Railway company with the tracks of the same railway company, at or near Herndon station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each af them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.--Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this sixteenth day of February, 1900

No. 2120—1900.

INTERLOCKER AT TAMA.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & North-Western Railway Company with the tracks of the Chicago, Milwaukee & St. Paul Railway Company, at or near Tama station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.--Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.--Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.--No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-eighth day of February, 1900.

No. 2121—1900.

INTERLOCKER AT MCINTIRE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago Great Western Railway company with the tracks of the Winona &

Western Railway company, at or near McIntire station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this fifteenth day of March, 1900.

No. 2122—1900.

INTERLOCKER AT ACKLEY

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Illinois Central Railroad company with the tracks of the Iowa Central Railway company, at or near Ackley station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferre shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-ninth day of March, 1900.

No. 2123-1900.

INTERLOCKER AT UTE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts end appliances, situated at the crossing of the tracks of the Chicago & Northwestern Railway company with the tracks of the Chicago, Milwaukee & St. Paul Railway company, at or near Ute Station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the

above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means, speed of train must be governed by brake power at command, and in no case exceed the power of the rainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said board of Railroad Comissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this thirteenth day of April, 1900

No. 2124.—1900.

INTERLOCKER AT MARATHON.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & Northwestern Railway company with the tracks of the Chicago, Milwaukee & St. Paul Railway company, at or near Marathon station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device.

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this eighth day of June. 1900.

No. 2125—1900.

INTERLOCKER AT MASON CITY.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & Northwestern Railway company with the tracks of the Iowa Central Railway company, at or near Mason City station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing, "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary this twelfth day of June, 1900.

No. 2126--1900.

INTERLOCKER AT LAKE MILLS.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Iowa, Minnesota & North-Western (C. & N. W. Ry. Co.) Railway company with the tracks of the Minneapolis & St. Louis Railway company, at or near Lake Mills station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this nineteenth day of June, 1900.

No. 2127--1900

INTERLOCKER AT ELBERON.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & North-Western Railway Company with the tracks of the Chicago, Milwaukee & St. Paul Railway Company, at or near Elberon station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be

governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this Seventeenth day of July, 1900.

No. 2128—1900.

INTERLOCKER AT ALBIA.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Wabash Railroad company with the tracks of the Chicago, Burlington & Quincy Railroad Company at or near Albia station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device.

NOW, THEREFORE, It is hereby ordered that the said interlocking device be, and the same is hereby approved in manner and form as the same is now constructed, and these presents shall authorized the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this Commission, subject, however, to the following conditions, to-wit:

First—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing

Third—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission, and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-sixth day of July, 1900.

No. 2129--1900

INTERLOCKER AT MASON CITY.

To all whom it may concern:

KNOW YE, that the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & Northwestern Railway company with the tracks of the Mason City & Clear Lake Railway company, at or near Mason City station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device.

NOW, THEREFORE, it is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twentieth day of August, 1900.

No. 2130-1900.

INTERLOCKER AT ROCKWELL CITY.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Illinois Central Railroad company with the tracks of the Chicago, Milwaukee & St. Paul Railway company, at or near Rockwell City station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman attested by its secretary, this twenty-fourth day of August, 1900.

No. 2131—1900.

INTERLOCKER AT ESTHERVILLE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Minneapolis & St. Louis Railroad company with the tracks of the Burlington, Cedar Rapids & Northern Railway Company, at or near Estherville Station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this fourth day of September, 1900.

No. 2132—1900.

SECOND INTERLOCKER AT ESTHERVILLE.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Minneapolis & St. Louis Railway company with the tracks of the Burlington, Cedar Rapids & Northern Railway company, at or near Estherville station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit.

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this fourth day of September 1900.

No. 2133—1900.

INTERLOCKER AT REINBECK.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & North-Western Railway company with the tracks of the Chicago Great Western Railway company, at or near Reinbeck station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First —Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this fifth day of September, 1900.

No. 2134—1900.

INTERLOCKER AT FONDA.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago, Milwaukee & St. Paul Railway company, with the tracks of the

Illinois Central Railroad Company, at or near Fonda station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions to-wit:

First--Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechancial construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the State of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this fourteenth day of September, 1900.

2135—1900.

INTERLOCKER AT ARION.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago, Milwaukee & St. Paul Railway company, and Illinois Central Railroad company with the tracks of the Chicago & North-Western Railway company, at or near Arion station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the State of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping, until the further order of this commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-eighth day of September, 1900.

No. 2136-1900.

INTERLOCKER AT DUMONT.

To all whom it may concern:

KNOW YE, That the interlocking device, with its various parts and appliances, situated at the crossing of the tracks of the Chicago & North Western Railway company with the tracks of the Chicago Great Western Railway company, at or near Dumont Station, Iowa, having been duly

inspected and examined under authority of the Board of Railroad Comissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them to run said crossing without stopping, until the further order of this Commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairman and attested by its secretary, this twenty-sixth day of October, 1900.

No. 2137-1900

INTERLOCKER AT WHEATLAND.

To all whom it may concern:

KNOW YE. That the interlocking device, with its various parts and appliances, situated at the crossing ot the tracks of the Chicago & North-Western Railway company with the tracks of the Chicago, Milwaukee & St. Paul Railway company, at or near Wheatland Station, Iowa, having been duly inspected and examined under authority of the Board of Railroad Commissioners of the state of Iowa, as provided by law, and having been found suitable and sufficient for the purposes of such device,

NOW, THEREFORE, It is hereby ordered, that the said interlocking device be, and the same is, hereby approved in manner and form as the same is now constructed, and these presents shall authorize the above mentioned railroad companies, and each of them, to run said crossing without stopping; until the further order of this Commission; subject, however, to the following conditions, to-wit:

First.—Said companies shall cause said device to be frequently inspected, and shall keep the same in first-class working order and in good repair, and shall provide for its efficient operation by a competent person or persons, so long as it shall be in use under this permit.

Second.—Each engine and train shall be brought under control after passing distance signal and shall proceed under control over said crossing. "Control," as here used, means speed of train must be governed by brake power at command, and in no case exceed the power of the trainmen to readily stop train within safe distance should danger appear between distance signal and crossing, or at crossing.

Third.—No change shall be made in the location of said device, or any of its parts, nor in the mechanical construction thereof, nor in the manner of operating the same, without the approval of the Commission; and, in case of any such change without such approval having first been obtained, the authority hereby conferred shall at once cease.

IN WITNESS WHEREOF, The said Board of Railroad Commissioners of the state of Iowa has caused these presents to be signed by its chairmnn and attested by its secretary, this tenth day of November, 1900.

No. 2213-1900.

In the matter of Amendment No. 8, to Iowa classification No. 11:

From March 3. 1899, to March, 1900, a number of classification matters had accumulated before the Board, and on March 8, 1900, the Board issued the following notice to all interested parties as well as had the same published according to law:

NOTICE.

By the Board of Railroad Commissioners of the State of Iowa of General Hearing in the Matter of Freight Classification.

Petitions having been received by the Board of Railroad Commissioners of the State of Iowa, asking for the following changes in the classification of the articles named, to-wit:

	L. C. L.	C. L.
Coffee in baskets	2	
Automatic live stock fountains	3	
Tin can stock, when packed for shipment by wrapping the sides around the top, bottom and covers	4	
Pickles, condiments, or preserves in glass, packed in boxes, barrels or kegs, O. R. B., or released	4	
Shoveling boards and wagon box ends, K. D.	.....	5
Butter and lard tubs and butter box stuff	4	
Jellied pigs' feet and tongues in tin pails, not boxed or crated	1½	5
Wagonettes, when shipped on flat cars, (carload rates)		

Notice is hereby given that the Board will consider the above and any other matters pertaining to classification coming before it, at its office in Des Moines, at 10 A. M., March 22, 1900.

THE BOARD OF RAILROAD COMMISSIONERS,
BY DWIGHT N. LEWIS,
Secretary.

Des Moines Iowa, March 8, 1900.

On date named the Board had the hearing as given by the notice, and at a later date issued the following amendment No. 8:

AMENDMENT NO. 8

To Iowa Classification No. 11—Effective June 1, 1900.

Page	ARTICLES.	L. C. L.	C. L.
6	Corn planters, K. D., flat or in bundles	2	
6	Hay or straw stackers or rakes, hay loaders and sweep rakes, K. D. flat, tied in bundles, wheels racked, actual weight	2	
6	Horse rakes, K. D., wheels, shafts, tongues, frames, seats and cleaners detached	2	
7	Potatoe diggers, K. D., wheels on or off, other detachable parts removed and in packages	2	
7	Potato planters, taken apart, wheels on or off, small parts tied in bundles	2	
22	Butter and lard tub and butter box stuff	4	
38	Gravel for road purposes	.....	Soft Coal (lump) Rates
67	Pigs' feet and tongues jellied, in tin pails, not boxed or crated	1½	5
73	Pickles: kraut, cucumber, tomato, cauliflower and onion, in glass, boxed	4	
74	Preserves: in stone jars or glass, packed in barrels or boxes	3	
	In buckets, pails or tubs	2	
88	Tent pins in bundles	3	
89	Tin can stock, sides wrapped around the tops, bottoms and covers, boxed or crated fully released againt wet, rust and damage	4	5
97	Shoveling boards and wagon box ends, completely K. D	.....	5
101	Butter plates or trays wooden, may be shipped in mixed car loads with baskets at basket rates.		

Adopted by the Board of Railroad Commissioners of the State of Iowa this 15th day of May, 1900. To become effective June 1, 1900.

For the Commission:

DWIGHT N. LEWIS,
Secretary.

No. 2214–1900.

In the matter of Amendment No. 7 of Iowa classification No. 11:

On March 15, 1900, after having had the matter under consideration for some time, the Board caused to go into effect the following amendment to their classification No. 11: "Paper hangings (wall paper) in bundles, crates and boxes, released, less than car loads, second class."

Des Moines, Iowa, Dec. 1, 1900.

CASES CLOSED BY CORRESPONDENCE.

CASES CLOSED BY CORRESPONDENCE.

No. 2138—1900.

LOUIS OBYE, LOHRVILLE, IOWA,
vs.
C. & N. W. RAILWAY COMPANY.

Under-grade farm crossing.

Complaint filed May 23, 1897.

The complainant in this case stated that his farm was intersected by the C & N. W. Railway Co., which road crosses the creek running through his farm; that the railway company had provided two private grade crossings for him, one on either side of the creek, about eighty rods apart; he also used the bridge over the creek as an under passage-way for cattle, but that such passage-way was often impassible on account of the water in the creek. Mr. Obye stated that it was necessary, in order to properly operate his farm, to have another crossing.

In answer to this complaint the railway company sent the Board a profile of their track through the farm of Mr. Obye and said:

"We have a bridge 128 feet long and fourteen feet high over Purgatory creek, in which creek there is rarely any water more than one month in the year, and under which bridge is a reasonably good crossing most of the time. Also 770 feet east of this under crossing is a grade farm crossing provided with gates, plank, etc., and 550 feet west of the under crossing is another farm crossing, also provided with gates and plank.

"Mr. Obye wants an additional crossing a short distance west of the bridge, where there is a fill of about fifteen feet. The only reason I can see for his desiring any such crossing is that during high water this spring there was undoubtedly some water in Purgatory Creek, and possibly thirty days that he could not drive through; but even at that time he had two good grade crossings on his farm that he could use. If the roadway is muddy under the bridge, I will be glad to unload a car of gravel there this summer, so it will not be so muddy another spring."

In reply to the foregoing Mr. Obye insisted that he needed another crossing; that the crossings that had been provided for him were dangerous; that the under-crossing was often impassible, etc., etc.

At a later date the Board was advised that two car loads of gravel would be unloaded under the bridge to make a firm footing for cattle even in wet weather, that a roadway had been graded up and covered with gravel extending entirely across the company's right of way, making a roadway three or four feet above the general level of the ground.

As it seemed impossible to have this case adjusted to the satisfaction of Mr. Obye, the Board visited the locality after proper notice had been given, on December 14th, 1898. The commissioners found the conditions at the crossing as repre-

sented by the railway company and believing that the company had done all that could be reasonably required, the case was closed.
Des Moines, Iowa, December 1, 1900.

2139–1800.

CITIZENS OF WEST UNION, ET AL,
vs.
C., M. & ST. P. RAILWAY CO.
} *Train Service on Volga Branch.*

Complaint filed November 16, 1897.

This case was presented to the board in the form of a petition from the citizens of Osterdock, Colesburg, Volga, Wadena, Osborne, Mederville, Elkport, Littleport, Lima and West Union. There were also filed petition from jobbers and manufacturers of Dubuque, Iowa, also a petition numerously signed by traveling salesmen whose territory required them to use the Volga branch of the C., M. & St. P. railway company. Perhaps the conditions may be best set forth by inserting the text of one of the petitions which was similar to all the others in statement of facts:

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN:—We, the undersigned residents of West Union, Iowa, one of the stations on the Turkey River and West Union branch of the Chicago Milwaukee & St. Paul railway, which branch extends from Turkey River Junction, in Clayton county, Iowa, to West Union, Fayette county, Iowa, hereby invoke the assistance of your honorable board for the procurement of a first class daily passenger service, each way, between the above named termini of said Turkey River branch of the C., M. & St. P. railway; and in support of their application, your petitioners respectfully represent;

That said branch of the C., M., & St. P. railway system is travelled over extensively by westbound passengers from Turkey River Junction and all points north, south and east of said junction, whose destination is West Union, or points beyond, situated on other lines of railroad connecting with said C., M, & St. P. railway at West Union and also by east-bound passengers traveling from West Union or any of the other points last referred to, to any of the points first referred to.

That the only accommodation now furnished to the traveling public by the C., M, & St. P. railway company on said Turkey River branch of its road, is offered by a train which carries freight as well as passengers, the latter being thereby subjected to the inconveniences and delays necessarily incident to travel upon trains which are wholly or partly employed in the freight traffic.

That the facilities for travel thus afforded are grossly inadequate; that the travel upon and over said branch is so extensive that the convenience and proper accommodation of the travelling public requires, and the passenger traffic upon said branch fully warrants, a daily passenger service, each way on said branch, by a train employed exclusively in the carriage of passengers.

Therefore, your petitioners respectfully request that your honorable board take such action in the premises as will insure the early equipment of said Turkey River branch of the C., M. & St. P. railway, with a first class passenger train to run daily each way between the termini of said branch.

Respectfully submitted.

The matter was laid before the railway company for attentian and answer and on November 29, 1899, Mr A J. Earling, second vice president and general manager of the railway company, filed answer of that company as follows:

I am in receipt of your communication of the 18th inst. in reference to train service on what is known as the Volga branch extending from Turkey River Junction to West Union, Iowa. For a number of years previous to 1894 an exclusive passenger train was operated on the line in question, making close connection at Turkey River Junction with the passenger trains on the main line. Every possible effort was made by the company to secure sufficient passenger business to make the train pay running expenses, but after an experiment of a number of years, it was found that it was not possible to work up sufficient travel to make the train pay expenses, and in January, 1894 we were compelled to discontinue it.

For the information of the board, I enclose herewith a statement of the earnings of the train for 1891, 1892 and a part of 1893, which shows that the average earning was less than seventeen and one-half cents per mile during that period. The train earning statements for the line were discontinued in May, 1893, but there has been no material change in the conditions along the line since that time, which would have the effect of increasing the travel sufficiently to pay the expense of such a train; in fact, there is no reason to suppose that the travel would be any heavier than it was during the years the train was run. We feel that the train was given a fair trial, having operated it at a considerable loss for a period of nearly eight years. We desire to assure the petitioners that we would be very glad to provide the additional facilities if the travel were sufficient to justify the company in running such a train.

STATEMENT OF TRAIN EARNINGS.

1891. Train No. 29, from Turkey River to West Union; number of trips, 307; total earnings, $3,908.66; average per trip, $12.73; miles, 58; average per mile, 22 cents. Train No. 30. West Union to Turkey River, 307 trips; earnings, $1,947.39; per trip, $6.34; miles, 58; average per mile, 11 cents.

1892. Train No. 29. Turkey River to West Union, 308 trips; earnings, $3,511.25; per trip, $11.40. 58 miles, 20 cents average per mile. Train No. 30. West Union to Turkey River, 308 trips; earnings, $2,756.06, average per trip, $8.98; miles, 58, average earnings per mile, 15 cents

1893, January to May. Train No. 29. Turkey River to West Union, 127 trips; earnings, $1,392.15, average per trip, $10.96; 58 miles; average per mile, 19 cents. No. 30. West Union to Turkey River, 127 trips, earnings, $1,295.23; average per trip, $10.20; 58 miles; average, 18 cents per mile.

A copy of the foregoing was sent Mr. A. Ruchte, for the petitioners, who filed his reply thereto, dated December 18th, as per the following:

DEAR SIR: I am in receipt of your letter of the first inst., enclosing a copy of the answer of A. J. Earling, of the Chicago, Milwaukee & St. Paul Railway, regarding the passenger service on the Volga branch of said road.

The statement of Mr. Earling purporting to show the earnings of passenger trains on said branch from 1891 to 1893 (even if it be conceded that the trafic would be no greater than it was then) is not sufficiently specific, in that it fails to show the basis of computation of earnings, or what is meant by "total earnings."

From one statement in his letter, to-wit: "That it was not possible to work up sufficient travel to make the train pay expenses." I infer that by "total earnings" is meant the aggregate sales, at the various stations on said branch, of tickets to other stations on said branch, and cash fares collected from passengers between such stations.

If this is the basis of computation: Mr. Earling's figures are misleading, because they fail to take into account tickets sold, on that and other branches of the road, for travel which is partly on the Volga branch and partly on other branches; for which earnings of the company the Volga train is clearly entitled to its proportionate share of credit.

But assuming that Mr. Earling's totals include both of the foregoing classes or earnings, we insist that the earnings of the passenger train on said branch from 1891 to May, 1893, can not be taken as a fair test of what a first-class passenger train on said branch would have earned in those years—much less, of what it would earn now—for the reason that the accommodations were of such an inferior ord r and so thoroughly unsatisfactory that, instead of drawing, they repelled patronage; people often driving from points on the Volga branch to places ten or twelve miles distant, in order to take trains to Chicago or eastern points. Little wonder that "It was not possible to work up travel" on the Volga branch of the road.

And yet, it is well known that, during the very period referred to, the combined freight and passenger traffic on this branch was such as to make it one of the best paying branches of the Chicago, Milwaukee & St. Paul Railway. How is it to-day? To say nothing of the $3,000 per annum paid by the post office department for carriage of mails on said branch, and the further sum paid by the express company for like service, some idea of the traffic thereon may be gleaned from the fact that in the last three weeks there has been an average of fifteen cars per day on said branch, carrying general merchandise to West Union and returning laden with wood, live stock, etc.

But regardless of this, and of its obligation to the people residing along the Volga branch, who paid about $78,000 of taxes and donated most of the right of way to aid in the construction of the railroad, upon the faith of the company's promise of a good train service, the Chicago, Milwaukee & St. Paul Railway has pooled with the Burlington, Cedar Rapids & Northern Railway on freight at West Union, and since about January, 1894, there has been no passenger train on the Volga branch, As illustrative of the accommodation now afforded travellers on said branch, I cite the case of Mr. Harbold, who, with his wife and four children, was on a journey to visit his brother at Elkport, a station on said branch, when the exigencies of travel made it necessary for them to pass the night at the de-

pot, and though it was a winter night (December 6, 1897) there was no fire in the depot, and they were left to shiver through the long waiting hours as best they might.

The people ask that these wrongs be remedied. The Volga branch is an important line, and should have a first-class passenger train. Mr. Earling answers that the cost of operating such a train on said branch would exceed its earnings, and in support of his contention, sets out what purports to be a statement of earnings.

His answer is not sufficient, because:

First. The statement of earnings fails to show what earnings are included therein.

Second. The receipts from an inferior and unsatisfactory passenger service, during the time covered by the statement, affords no criterion by which to measure the earnings of a first-class passenger train now.

Third. Said statement fails to take into account the $3,000 for mail carriage, and the amount earned by carriage of express; both of which items would constitute part of the earnings of the passenger train.

Fourth. Said statement fails to take into account another large part of the passenger traffic of the Chicago, Milwaukee & St. Paul Railway in which the Volga branch is a very important factor, though its potency is not discoverable upon a mere examination of ticket sales on the branch itself. It is the travel, upon the I. & D. and Dubuque divisions of the Chicago, Milwaukee & St. Paul Railway, of a great number of commercial travelers, and others, who find it convenient to "make" various towns on these divisions while working toward Turkey River Junction to take the Volga train for West Union, where they can make connection with the Burlington, Cedar Rapids & Northern trains, north and south. These travellers would arrange their routes differently, and do much less travelling on the Chicago, Milwaukee & St. Paul Railway were it not for this inducement to work towns on the two before mentioned divisions of said railway, which the Volga train's connection with the Burlington, Cedar Rapids & Northern trains at West Union enables them to do without loss of time. Indeed, it is not improbable that the earnings which the Volga train thus indirectly adds, are larger than those which it directly contributes to the profits of the company.

We are satisfied that the earnings of the Volga branch, direct and indirect, abundantly warrant what the public convenience demands, to-wit: A first-class passenger service on said branch of the Chicago, Milwaukee & St. Paul Railway.

And if your commission will appoint a day, and notify me of the time, I will see to it that a committee of citizens will meet you at West Union, prepared to render every possible assistance in any investigation you may desire to make. The people earnestly desire such an investigation, and I trust that you will decide to make the trip, and give me timely notice of the day.

Yours respectfully,

A. RUCHTE.

P. S. There is another important matter to be taken into consideration when computing earnings of the Chicago, Milwaukee & St. Paul Railway, in which the Volgan Branch plays an important part. It is this: With separate passenger service on the Volga Branch it would be possible for travelers to leave Dubuque for Turkey River Junction in the morning, visit points on the Burlington, Cedar Rapids & Northern Railway north or south of West Union and return the same day over the same route, *i. e.* the Volga Branch and the Dubuque Division of the Chicago, Milwaukee & St. Paul Railway. This is not possible under the present arrangement, and as a consequence a great many travelers, instead of going over this route on the Chicago, Milwaukee & St. Paul Railway take the Illinois Central train to Independence, where they are able to make satisfactory connection with the Burlington, Cedar Rapids & Northern Railway. Thus the Chicago, Milwaukee & St. Paul loses a considerable revenue, which a first-class passenger service on the Volga Branch would bring it. A. R.

The railway company was furnished a copy of Mr. Ruchte's letter which was replied to by Mr. Earling on January 10th, 1898, as follows:

In response to your letter of the 22nd ult., I beg to hand you herewith a statement showing the earnings derived from passengers, mail and express on the Volga Branch, extending from Turkey River Junction to West Union, Iowa, for the years 1891, 1892 and a part of 1893. It is hardly necessary for me to say that a passenger train can not be operated without loss for an average of 34 cents per mile. The cost, per revenue train mile, including all expenses, for the year 1891, was $91.90 and for 1892, $92.68.

The statement made by Mr. A. Ruchte of Dubuque, under date of December 18th, in regard to inferior equipment and unsatisfactory connections, is not in accordance with the facts. During the time a passenger train was operated on the Branch in question, the schedule was arranged to connect at Turkey River Junction with the train on the main line, the equipment used in the train was our standard, and in as good condition as any used on the St. Paul system, and there is absolutely no foundation

for the assertion made by Mr. Ruchte that the service and accommodations were of an inferior character. The earnings of the train show conclusively that there is not enough passenger travel on that line to justify the running of an exclusive passenger train in addition to the present mixed train.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY.

DUBUQUE DIVISION—VOLGA BRANCH

		Train miles.	Earnings per train mile.
YEAR 1891.			
Passenger earnings	$ 5,855.05	35,612	16.44c
Mail earnings (58.63 miles at $60.19 per mile per annum)	3,529.10	35,612	9.91c
Express earnings—as estimated by express company	2,193.12	35,612	6.16c
Total	$11,577.27	35,612	32.51c
YEAR 1892.			
Passenger earnings	6,267.31	35,728	17.54c
Mail earnings (58.58 miles at $68.31 per mile per annum)	4,001.40	35,728	11.20c
Express earnings—as estimated by express company	2,193.12	35,728	34.88c
Total	$12,461.83	35,728	34.88c
JANUARY 1ST TO MAY 1ST, 1893.			
Passenger earnings	2,687.38	14,732	18.24c
Mail earnings (58.58 miles at $68.31 per mile per annum)	1,667.25	14,732	11.32c
Express earnings—as estimated by express company	913.80	14,732	6.20c
Total	$ 5,268.43	14,732	35.76c

On February 1st and 2nd, 1898 there were filed in the office of the Board counter petitions from West Union, Wadena, Mederville, Volga City, Elkport and Osterdock. These petitions were quite numerously signed in a great many instances by the same parties who had signed the former petitions, and one of these petitions is here quoted to indicate generally the tenor of all of them:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

GENTLEMEN:—We, the undersigned citizens of Osterdock, Iowa, and vicinity, respectfully reprel sent that we recently signed a petition to your honorable body, asking for additional train service on the Volga Branch of the Chicago, Milwaukee & St. Paul Railway.

After conference with some of the officials of that road we are assured that a new time table wil be issued about March 1st, and that the time of the present trains will be so changed as to much better accommodate people living at stations along the Volga line.

It is proposed to start a coach from Dubuque, on train No. 3, at about 6:30 a. m , to be attached to the Volga line train at Turkey River Junction, (thus avoiding transfer at that point) and arriving at West Union at about 11:00 a. m. Returning, the train will leave West Union at about 2:00 p. m., and the coach on this train will be attached to a fast stock train at Turkey River and go through to Dubuque, reaching the latter point at about 7:15 p. m.

This will enable people, living along the line, to go to West Union, transact their business and return home the same day.

This service will be satisfactory to your petitioners.

The arrangements referred to in the foregoing are understood to have been put into effect February 13, 1898. The Board fixed March 10, 1898, for a trip over the Volga Branch and notice was given all parties that the Commissioners would have hearings at every town that had sent petitions. On date named the Commissioners did make a trip over the Volga Branch and met many citizens of different towns along the line and the consensus of the opinion of the petitioners and others along this branch seemed to be that the new arrangements as made by the railway company were reasonably satisfactory to the people and that they did not care particularly to have any order made imposing any unjust burdens upon the railway

company. At West Union, however, considerable controversy was developed and a number of the citizens contended that inasmuch as West Union Township had voted about $34,000 taxes in aid of the railway company they should be given better train service. At this time the commissioners made the following suggestions to the railway company.

That the Chicago, Milwaukee & St. Paul Railway Company in operating its mixed train upon what is known as its Volga Branch should provide the said train and the engine thereof with air brakes;

That at least one passenger coach and a smoker and baggage car of a good and suitable character, for the carriage of passengers and baggage, be attached to each train and operated thereon, but the last named car may be a combination car;

That in the operation of said train between West Union and Turkey River Junction the coaches carrying passengers and baggage shall be pulled up to and alongside of the platform at each station so that passengers may safely and conveniently pass to and from said coaches, and that in the operation of such trains the employes thereof shall have due care and regard for the safety, comfort and convenience of passengers thereon, and that said railway company in formulating and publishing a time table therefor and in the operation of said trains between the points aforesaid, shall have due regard for the convenience and safety of passengers carried upon said trains, and that the length of time between the arrival and departure of said trains at West Union as fixed by the present schedule or time table, shall not be substantially lessened, and if it can be reasonably done the time should be extended; and that in case the freight and passenger business along the line of said railway shall at any time justify the operation of an exclusive passenger, mail and express train, the company should provide such train.

About a year later the commissioners made another trip over this line and requested the railway company to operate an exclusive passenger train as originally requested by the petitioners for a period say of three months, that a monthly statement be made to the commissioners of the number of trips made and the earnings thereof. The railway company consented to do this, and the following statements furnished by the railway company shows the earnings of this exclusive passenger train:

STATEMENT OF TRAIN EARNINGS

DUBUQUE DIVISION.			MONTH ENDING MARCH 31, 1899.				
Train No.	FROM—	TO—	Number of trips	Total earnings.	Average per trip.	Miles.	Average per mile.
202	West Union	Turkey River Junction	17	$166.78	$ 9.81	58	17
203	Turkey River Junction	West Union	17	192.77	11.34	58	20
DUBUQUE DIVISION.			MONTH ENDING APRIL 30, 1899.				
202	West Union	Turkey River Junction	25	$208.50	$ 8.34	58	14
203	Turkey River Junction	West Union	25	288.03	11.62	58	20
DUBUQUE DIVISION.			MONTH ENDING MAY 31, 1899.				
202	West Union	Turkey River Junction	27	$167.86	$ 6.22	58	11
203	Turkey River Junction	West Union	27	254.42	9.42	58	16

By reference to the foregoing statements it will be seen that the average monthly earnings per mile of this train varied from 13½ cents to 18½ cents, an amount

seemingly insufficient to warrant the operation of such a train and the same was discontinued August 20, 1899, and former conditions restored.

Des Moines, Iowa, December 1, 1900

No. 2140–1900.

BECKER & CHEEVER, HARDY.
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.
Train Service.

Complaint filed December, 1897.

This was a complaint from Messrs Becker & Cheever, Hardy, Iowa, that upon the new time table of the B, C. R. & N. Railway taking effect December 12, 1897, trains No. 62 and 63 did not stop at Hardy upon signal as formerly. The complaint was duly submitted to the railway company, and answer was made that these trains passed Hardy, one at 4:05 A. M. and the other at 10:23 P. M., that both were through trains; that Hardy only had a population of eighty-six persons and the company did not feel they should be burdened with being compelled to stop through trains at this point.

The complainants, however, insisted that these trains should stop upon signal, a petition being submitted to the board signed by a number of their citizens asking for this service.

The commissioners not being able to effect an amicable adjustment in this matter, appointed November 22d at Hardy, Iowa for a hearing, and on February 17, 1899 the commissioners addressed the following letter to Mr. G. H. Cheever, for the complainants:

Replying to your favor of recent date with reference to train service at Hardy, the board after giving this matter due consideration, is unable to grant the prayer of the petition of the citizens of Hardy. While regretting that we are unable to reach any other conclusion in this matter, yet we are obliged to treat this case the same as all others of a similar character, and there are many of them throughout this state.

We cannot discriminate in favor of the people of Hardy against towns in other parts of the state requesting the same accommodation of the railway companies. We feel that any order that we might make requiring these trains to stop at Hardy would not be enforced by the courts, therefore it would be useless for us to make the order and it would not be following the rulings made in other cases where similar requests have been made.

This question may not present itself to you as an important one but the board so deems it and has acted in accordance therewith.

There is a constant demand by the public requiring of the railway companies faster train service between western towns and Chicago and other large cities, and the railway companies in deference to this demand by the public, are endeavoring to increase in every possible way, the speed of their through trains. In so doing they have invested large sums of money both in improving their roadbeds and equipment.

If this was the only request that was made and we did not have to deal with other towns similarly situated and making the same request we would perhaps have no difficulty in reaching a different conclusion, but to require trains to stop upon this line at points of the size of Hardy throughout the state would make all through trains mere local ones and would be a great injustice to the traveling public.

I was in hopes that an amicable adjustment might be reached in this matter, and I have no doubt such arrangement could have been made if it were not for what might follow in requiring the company to stop its trains at other points of the size or about the size in population and business of Hardy.

We believe, however, that your people should have ample opportunity upon these trains to reach your county seat and be given certain advantages where they have through tickets. There was some

talk between yourself and Mr. Brady with reference to this and my recollection is that there were some concessions made by the company in that regard. If you will write me fully, what changes, if any, and if they are not satisfactory, we will take the matter up with the railroad company and ascertain wherein the difference, if any exists.

By subsequent correspondence it was shown arrangements had been made that were reasonably satisfactory to the people in this case.

Des Moines, Iowa, November 24, 1900.

No. 2141—1900.

CITIZENS OF AURORA, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.
Train service.

Complaint filed November 16, 1898.

This was a petition unanimously signed by the citizens of Aurora stating that although the C. G. W. Railway Co. was running three passenger trains east daily, only one of them stopped at that station.

The matter was at once taken up with the railway company and on November 18th, Mr. S. C. Stickney, the General Manager, wrote the Board substantially as follows:

"We have two east bonnd passenger trains, viz., No. 6, leaving at 7:18 a. m., which stops on signal to receive and discharge passengers and No. 4, leaving at 2:36 p. m., which makes regular stops regardless of whether there are passengers or not.

"West bound, there are two trains, viz., No. 5, leaving at 6:09 a. m., and No. 3, leaving at 2:20 p. m., both of these trains make regular stops.

"All of these trains are "through" trains and Nos. 5 and 6 carry chair and sleeping cars. Considering the convenient time of the trains at Aurora and their equipment, it is my opinion that this station is amply provided with train service and is much better off in this respect than any station of equal size and importance on our line."

Later it developed that this station had passenger service on freight trains which, at the time, seemed to afford necessary accommodations and the case was closed.

Des Moines, Iowa, Decemher 1, 1900.

No. 2142—1900.

J. W, PEEK, TRURO, IOWA,
vs.
KEOKUK & WESTERN RAILWAY CO.
Farm crossing.

Complaint filed November 21, 1898.

Mr Peek complained in this case that the company had removed the wire fences at his private crossing and that he wished the same restored. In answer to this complaint the company stated that they were removing all the wire fences at private crossings along this road for the reason that they were considered dangerous in the

operation of trains, in that they furnished lodging places for snow and that live stock sometimes was hid by them, coming on to the crossing too late for the engineer to protect his train. The commissioners had some further correspondence with the railway company and on June 22, 1900, Mr. Peek advised the board that his crossing had been fixed in a satisfactory manner.

The case is therefore closed.

Des Moines, Iowa, December 1, 1900.

No. 2143—1900.

H. H RIEPE, SPERRY, IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Removal of elevator.

Complaint filed November 28, 1898.

Mr H. H. Riepe, of Sperry, Iowa, wrote to the board as follows:

"I will inform you that I am situated at Sperry, Iowa, on the Burlington, Cedar Rapids & Northern Railway, and am a regular grain dealer and have made application seven weeks ago for an elevator and the same was granted, and now they refuse to let me build said elevator on their sidetrack. Their reason is that I am located on their sidetrack, they want me to move my house of business away from said sidetrack, and me to lose my right-of-way which has been reserved in a deed given to them when the road was built, and in said deed it states that I must not be molested or my assignee, or they would forfeit their right-of-way. On them authorizing to locate the place for said elevator, I had my material put on the ground to build said elevator and when I had the same on the ground they stopped me from building said elevator and my material has laid on the ground between three and four weeks; and they started to build their sidetrack on both sides of the sidetrack; they stayed away from the location with the south end of the sidetrack about two lengths of rails, just in order to keep me from building said elevator, to force me to move my building. I have offered them the privilege to move said building eighteen feet west of the old sidetrack, so I would be on the new sidetrack, and it is causing me a big damage."

The complaint was taken up with the railway company and the commissioners were advised, on December 30th, that the complaint had been adjusted to the entire satisfaction of Mr. Riepe.

On February 3, 1900, the complainant advised the board that if the railway comyany carried out their agreement it would be satisfactory to him, and if the company did not do so he would notify the board. Nothing having been heard from him the case may be regarded as closed.

Des Moines, Iowa, November 28, 1900.

No. 2144-1900.

CITIZENS OF DOWNEY,

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Petition for Night Agent.

Petition filed November 28, 1898.

This complaint as filed with the board was a certified copy of petition sent to the railway company which petition was as follows:

We the undersigned patrons of the C., R. I. & P, do respectfully petition that a man be placed in charge of the depot at Downey to attend trains Nos. 4 and 2 and other night trains carrying passengers for reasons given below.

First.—Patrons are compelled to wait on platforms for above trains and in stormy or cold weather their discomfort or risk to health is very great.

Second.—When strangers come to town there is no one to direct them and they are forced to leave their baggage on the platform at the mercy of thieves, tramps, etc.

Third.—We feel that custom that goes to the B., C. R. &. N. because of above conditions, will come here where it rightly belongs, if the said disadvantageous conditions are removed.

Signed, T. P. KEPLINGER
and sixty-three others.

A copy of the same was sent the railway company for attention and answer, and on January 12, 1899, Mr. W. H. Truesdale, the general manager, wrote the board as follows:

Your letter of December 13th, embodying copy of petition sent to our superintendent, W. H. Hobbs, by the the people at Downey, asking that a man be placed in our depot there to look after trains Nos. 4 and 2, was duly received and the matter has been fully investigated and considered by us.

I find that our passenger business at Downey is very light indeed, and whatever passengers we have for or from that point use our other trains, and that trains Nos. 4 and 2 do practically no business at all for Downey. We find, furthermore, on investigation, that the petition referred to was signed by almost every one in the town and surrounding country who could sign his name, it being signed by several small boys and girls, and a majority of the signatures being those of farmers, one of them admitting that 'he never rode on a train in his life.'

In view of all these circumstances we do not feel we would be justified in putting a man at Downey to take care of these trains, and have no doubt your Honorable Board will sustain us in our position in the matter.

A copy of the foregoing was sent the complainants and elicted a number of responses from interested parties at that point. Again Mr. Truesdale's attention was called to the complaint, and on February 22, 1899, he wrote the Board as follows:

I duly received your letter of January 25th enclosing copies of several letters received from citizens of Downey, concerning station service at that point, particularly with respect to night trains. This, in further support of their complaint and request to your Honorable Board, that this company be required to put a night agent or assistant of some kind at Downey in order to properly care for the passengers taking and leaving our trains No. 2 and 4 at that point.

I have had our people investigate the matter fully again, first with respect to our claim that the original petition sent to your Board was very largely signed by people who have no possible interest in the matter whatever and rarely, if ever, travel over our road on any trains.

As a result of our investigations of this matter, our previous statements are fully corroborated. Second, to ascertain whether there was really a need for us to go to the additional expense desired in order to better protect the people desiring to take and leave the trains referred to there.

I find that our gross earnings on local and coupon ticket sales and conductor's collections on all business from Downey for six months to December 31st, amounted to $675, or about $112 per month. To put a night man at that point would cost us anywhere from $30 to $40 per month, or from 30 to 50 per cent. of our gross earnings of Downey passenger business. This we consider unreasonable.

Furthermore, we find that very little passenger business of that station is done on these trains. For fifteen days, from January 20th to February 8th inclusive, the total number of passengers taking and leaving train No. 2 at Downey was six. During the same period the total number of passengers taking and leaving train No. 4 at that point was thirteen, so I think your Honorable Board will agree with us that no necessity is shown by these figures or by any statements or claims the people of Downey have been able to make and corroborate that we should go to the additional expense urged.

The principal train that the people use there at nights, which has not heretofore been attended by our agent, is No. 4. In order to conform to the views of the people there, as far as we feel we consistently can, our people have arranged the hours of our regular day agent there so that he will be on hand for that train. This, I think, will remove what little cause for complaint has existed there, and I trust will be satisfactory to your Honorable Board, as well as the people of that point.

A copy of the foregoing was sent the complainants. The case rested without further action by the Commission, in view of the fact that Mr. Truesdale stated that a man would be kept to attend the depot for the principal night train which the people used. On April 18, 1900, the Commissioners requested Mr. T. P. Kiplinger, who had represented the petitioners in the matter, to advise the Board, whether the railway company kept their depot at Downey opened, warmed and lighted a reasonable time before the arrival and after the departure of all passenger trains stopping at that point. No answer to the foregoing having been received, the case may be considered as satisfactorily settled.

Des Moines, Iowa, December 1, 1900.

No. 2145—1900.

WINSLOW HOLMES, LOHRVILLE, IOWA, CHAS. H. WISE,

vs.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Farm crossing with cattle-guards.

Complaint filed May 11, 1898.

Mr. Winslow Holmes of Lohrville, Ia , wrote the board as follows.

I have asked the superintendent of this division of the Chicago & N-W. R. R. to fence a crossing and put in cattle guards. He refuses to grant my request. Will you please notify the commissioners. I want one of my gates moved about thirty feet; also a few lengths of snow fence taken away. It will be necessary to come here to know fully the justice of my claims. The crossing is six miles east from Lake City, section 7, township 86, range 32, near the east end of Lake City section. Please state time, if possible, that you will be here.

In reply to the foregoing the commissioners asked certain questions of Mr. Holmes, to which he replied on May 16th as follows:

Yours of the 11th inst. received. In reply would say, I have 150 acres of land. The railroad crosses a few rods south of the center, north and south, and at the center east and west. Early in the spring of 1898 the railroad company moved my north gate back to the snow fence and placed it where a little flurry of snow and wind drifts so that the gate cannot be opened. I want a few lengths of snow fence taken away and have the gate moved about 30 feet west from where it now is, to take it away from a row of willows. The willows will protect the railroad from snow, if west end of snow fence is all taken away. My reasons for asking for my crossing to be fenced and cattle guards put in, are these: I have to take more or less stock across said track morning and evening every day in the year. In summer when feed is fresh on right of way, it is very difficult to get stock across, especially in the morning. They have taken up their inside fence and moved back to the snow fence, so that I have as wide again strip to drive my stock across as I had before. I have never asked the railroad company to put in fence and cattle guards until now, and would not now if I could get along without them. You ask if I have to cross the railroad to get to the public highway. No I do not, but I need

the fences and cattle guards more than any public crossing needs them in Calhoun county; stock has to be taken care of here.

Will send a cut of my crossing to you which is located nearly the center of my farm.

When the foregoing was received the matter was taken up with the railway company, and on May 28, 1898, Mr. J. M. Whitman, general manager, answered as follows:

SIR: I think I con best reply to your letter of the 18th instant, enclosing me a copy of a communication to the Board from Mr. Winslow Holmes, of Lohrville, Iowa, concerning a certain farm crossing, by quoting a report from our superintendent. I believe the Board will agree with me that Mr. Holmes can have no reasonable grounds for complaint.

This matter came up last march at which time we took out our inside fence on Mr. Holmes' farm, on account of having 100 feet extra right of way, for snow fence; we did not care to maintain two fences, and so dispensed with the one on the fifty foot line. The gate for his private crossing was put through the snow fence. He complained that it was inconvenient for him to drive his cattle across the extra right of way. At that time I declined to make any change in the way of putting in regular crossing with cattle guards.

There is no great necessity for this arrangement, as he already has a lane across the extra snow fence right of way, formed by a row of willows on one side, and a two-wire fence on the other, and this we allowed to remain, so he could drive his cattle through without getting them scattered. This is on the north side of the track. His crossing is located so that trains can be seen approaching four miles in both directions.

Of course the hedge and fence referred to stop at the fifty foot line, but they amply answer the purpose of the gate which formerly stood at same distance from the track. As for danger to his stock from passing trains, they can be seen such a long distance that there ought not to be much liability of stock getting caught on the track.

His proposition to remove part of our snow fence, and give him a crossing about thirty feet west from where it now is, involves the idea of putting in regular fence and cattle guards, which I do not think should be done. It seems to me his present crossing is all he should ask for.

A copy of Mr. Whitman's letter was sent the complainant who replied thereto insisting that the board view the premises and grant him the relief asked for. The Commissioners fixed December 14th as the day for viewing the crossing, then notified the parties thereto. At this inspection the Commissioners suggested that some things might be done to better the condition of things at that crossing, which Mr. W. D. Hodge, Superintendent of this division of the C. N.-W. Railway thought could be carried out. On December 26th Mr. Hodge wrote the board as follows:

As suggested by Commissioner Palmer, I sent our roadmaster to see Mr. Holmes, and offer to put in a gate at any point he might suggest, in the fence across the west end of the extra strip of right of way; but Mr. Holmes says he does not want another gate put in, and would not be satisfied with it. He has made up his mind that he wants an open crossing with cattle guards. I would submit that this is not a reasonable request, nor is it necessary. Mr. Holmes claims that snow drifted in his way, and asked for relief from that. We propose to give him the relief asked for, but the plan does not seem to meet with his approval.

The Commissioners wrote Mr. Holmes, stating the position taken by the railway company, and added:

Inasmuch as the courts have held that a farmer is not entitled to an open crossing for ordinary farm purposes, it is presumed that the provisions made by the railway company for bettering the condition of your crossing were reasonably satisfactory to you. Unless you are heard from to the contrary it will be so regarded and the case closed.

On April 20th a postal card was received from Mr. Charles H. Wise, who stated that he had bought out Mr. Holmes; that the conditions at the crossing were the same as when the Commissioners viewed the crossing in December, 1898.

The Commissioners wrote Mr. Wise, sending him a copy of Mr. Hodge's letter, and stated that inasmuch as the railway company agreed to carry out the suggestions of the Railroad Commissioners, it was thought that if he would write

Mr. Hodge, there would be no trouble in having the matter promptly adjusted, and that if he did not succeed the Commissioners would be pleased to hear from him.

As nothing further has been heard from Mr. Wise, the case may be regarded as closed.

Des Moines, Iowa, December 1, 1900.

No. 2146—1900-

JAMES M. MAY. RUSSELL, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Farm crossing.

Complaint filed May 19, 1898.

The complaint in this case was as follows:

To Railroad Commissioners, Des Moines, Iowa.

I am a farmer and live one mile southwest of Russell. Now I own another farm north and east of Russell one mile and joining the C., B. & Q. railway right of way. The farm is on the north side of the right of way. This farm is one-half mile from a road on the north and one-half mile from the road on the west. South of the railroad right of way 100 rods is a public road. The farm just east of mine belonging to Mrs. Dixon is also shut in. Now, we have bought a strip of land for a private road extending from the road on the south to the railroad right of way. I have asked Mr. O. E. Stewart, superintendent, Ottumwa, for a private crossing. After waiting nearly four weeks he declines to give it, without giving me any reason why. There once was a crossing at this place. At the present time I am having to go about two miles out of my way to get at my work, and then I do not own the way. The way I used to go has been closed up. Can you assist me to get a crossing?

Yours respectfully, JAMES M. MAY.

The above was laid before the railroad company for its attention, and on June 6, 1898, Mr. C. M. Levey, superintendent of Iowa lines, made answer as follows:

Your letter of May 19th to Mr. W. C. Brown, general manager of this company, about the application of Mr. James M. May, of Russell, Iowa, for a private crossing has been referred to me for investigation, the result of which I now take pleasure in communicating to you.

The facts in this case seem to be that Mr. May has been crossing the land of a Mr. Rockley, lying to the west of him, in order to get to the public highway. I am informed that Mr. Rockley is willing to sell him the permanent right to go across his land, but that Mr. May refuses this, although that would be a nearer and better outlet to town for him than the way he now proposes. I am also informed that he has not bought a strip of ground to be used as a road for access to the highway on the south, but that he has been negotiating for it. We have declined to make a private crossing for Mr. May at the place proposed, for the reason that it crosses our right of way at a place where our tracks diverge and where our right of way is about 375 feet wide. The crossing would be very expensive, because it involves heavy grading and two bridges, and these elements, as you will see, would necessarily make the crossing very expensive to maintain. Besides, I am advised by our law department that Mr. May has no legal right to demand a crossing, as he does not own the land upon both sides of our railroad; and while we try not to be technical about these matters, where we can by any reasonable concession accomodate people living along our line, yet we feel that in this case the demand is so unreasonable that we should have to refuse to comply with it, especially as the law seems to be on our side. In addition to the expense of making and maintaining this crossing, there would be some additional danger to trains, and this is another reason why we have not felt that we could consent to its being put in.

I shall be glad to give you any further information that you may desire upon this subject

I enclose a blue print, which shows the situation.

The papers in this case were mislaid, and upon their recovery April 18, 1900, a letter was immediately dispatched to the complainant, requesting him, if the case had not been adjusted to his satisfaction, to so advise the Commission.

Nothing having been heard from him the case is therefore closed.

Des Moines, Iowa, December 1, 1900.

No. 2147—1900.

BOARD OF TOWNSHIP TRUSTEES, DAVENPORT, IOWA.
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
Highway crossing.

Complaint filed June 22, 1898.

The complainants in this case stated that the C., R. I. & P. Railway company was maintaining a dangerous highway crossing near the western limits of the city of Davenport and desired to know what steps they should take to compel the railway company to lessen the danger.

On June 30, 1898, Mr. W. H. Truesdale, Vice-President and General Manager, wrote the Board concerning this matter as follows:

Please note enclosed copy of letter from our Mr. McFarlin relative to complaint of Board of Township trustees of Davenport as to dangerous crossing near the western limits of the city.

From what Mr. McFarlin says I do not see that this crossing is any more dangerous than the many other grade crossings we have on our line, and while we would be willing to join with the trustees, and have already made a propcsition to them to do so in abolishing it, they paying a portion of expense, as is dicated in Mr. McFarlin's letter, I do not think we can afford to go to the entire expense of making this an undercrossing, as they evidently want.

I believe the Board will agree with me that we have made a liberal proposition to the trustees to change this and they ought to accept it.

Accompanying the foregoing was a letter referred to by Mr. Truesdale as follows:

Davenport, June 29th, 1898.

W. H. Truesdale, Esq., 1st Vice-Prest. and General Manager, Chicago, Ill.

DEAR SIR:—"Regarding attached, I presume the road referred to is one that they wished to have changed to go through on the section line. At the time the highway was established it was put through at the end of a big fill. They now wish an underground crossing but as it will cost probably $4.000 or $5,000 to put it in with masonry I made them an offer to put it in if they would pay us $1,200. Outside of this there has been no other complaint, and I do not know of any crossing that is in a dangerous condition, unless they call a grade crossing dangerous." Truly yours,

(Signed) W. K. McFARLIN.

The commissioners visited the locality after giving proper notice, on August 17th, and took the case under advisement. The commissioners received word, however, that an adjustment was probable and deferred any further action Nothing being heard from the parties, on April 18th, 1900, the commissioners wrote the complainants, advising them that they understood that the case had been adjusted and requesting that, if this was true, they write the Board to that effect.

Nothing having been heard from them the case was closed.

Des Moines, Iowa, November 30, 1900.

No. 2148—1900.

FARMERS ASSOCIATION BY A. F. LOUGH, ESTHERVILLE, IOWA,

vs

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Application for elevator site.

Application filed July 9, 1898.

The complainant in this case stated that application had been made by the Farmers Association for a location upon which to build an elevator at Estherville, but the applicants were uuable to get any reply whatever.

The case was taken up with Mr. W. P Brady, general agent of the Burlington, Cedar Rapids & Northern Railway company, who answered, on August 29, 1898, that they had investigated the application and found that there was no commercial necessity for another elevator at that point; that the four elevators already there were sufficient to answer the business demands.

The commissioners had some further correspondence with the committee representing the applicants for this location, wrote them concerning the position taken by the railway company and advised that, if it could be made to appear to the board that the elevators already located at Estherville were insufficient to reasonably accommodate the public, the commissioners would make a further investigation and make such a finding as the facts would warrant

The commissioners did make further investigations into this matter, ascertained that the elevators already located at Estherville had a capacity of 215,000 bushels and it appearing that that capacity was sufficient to accommodate the public interests, the case was dismissed.

Des Moines, Iowa, November 28, 1900.

No. 2149—1900.

T. I. Stoner, Des Moines, Iowa.

In matter of an application for a second-class rating on wallpaper in bundles, crates, or boxes, released, less than car loads.

Application filed July 20, 1898

Under date of July 19, 1898, Mr. T. I Stoner, of Des Moines, made application for second-class rating on wallpaper in bundles, crates, or boxes, released, in less than car loads, stating that this rating applied in both Illinois and eastern classifications. Mr George A. Mullin, of Cedar Falls, also made application to the same effect.

On January 4th the commissioners heard this application together with others, and there seemed to be considerable question as to the value of wallpaper, as compared with other grades of paper, together with the proper classification obtained on the various kinds of papers, the commissioners reserved their decision upon this commodity at this time to permit further investigation. In the meantime Mr. T. I. Stoner, with other parties, established a factory for the manufacture of wallpaper at Des Moines, Iowa, and urged upon the commissioners the necessity of taking action upon the application.

After carefully considering the phases of the situation, the commissioners, on March 1, 1900, made the following ruling to take effect March 15, 1900:

"Paper hangings (wallpaper) in bundles, crates, or boxes, released, L. C. L. 20."

Des Moines, Iowa, November 26, 1900.

No. 250-1900.

S. L. COLLINS OIL TANK LINE, CEDAR RAPIDS, IOWA.
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Refusal to Switch.

Complaint filed July, 23, 1898.

S L. Collins, Oil Tank Line, under date of July 18, 1898, made the following complaint to the board:

CEDAR RAPIDS, IOWA, July 18, 1898.

To the Honorable Board of Railroad Commissioners of the State of Iowa at Des Moines:

Comes now the S. L. Collins Oil Tank Line and complains against the Chicago, Milwaukee & St. Paul railway company, and for cause of such complaint respectfully submits the following facts for the consideration of your honorable board:

Complainant states first that it is a corporation organized under the laws of the state of Iowa, for the purpose of handling and dealing in petroleum oil and the products therefrom, having its principal place of business at Knoxville, in the State of Iowa, with a branch of said business at Cedar Rapids, Iowa.

That said Chicago, Milwaukee & St. Paul railway company is a corporation organized under the laws of Wisconsin, and is a common carrier running and operating its line of railway in the state of Iowa, and through the county of Linn and city of Cedar Rapids, as aforesaid.

Second.—That on or about the month of January, 1898, complainant herein desiring to establish its said branch of business in Cedar Rapids as aforesaid, by its officers visited said city for that purpose. That upon said visit it was determined by said corporation to locate a branch business in Cedar Rapids, and after looking over the various localities, complainant decided to, and did obtain option on two lots cornering on Third street and Ninth avenue, on the west side of the Cedar river in said Cedar Rapids.

That said option was conditioned upon the fact that said railway company would agree to build a spur track on the northerly side of the main line of railroad, which ran over said Ninth avenue in said city, and upon the further condition that said city of Cedar Rapids would authorize said railroad company to build said track.

That in conjunction with certain citizens of Cedar Rapids, the officers of the complainant herein visited the officers of said railway company having authority to act in such matters and procured an oral agreement upon their part that in case said city would consent thereto that said railroad company would build a side track for the use and convenience of complainant herein receiving and shipping the products of petroleum in which they were dealing as aforesaid.

That the city of Cedar Rapids upon being requested to do so by its council in meeting assembled on the twenty-first day of January, 1898, passed a resolution granting the said railway company the priviledge of constructing and maintaining such side track for the use of complainant herein as agreed by said company, a copy of which resolution is hereto attached, marked exhibit "A," and made a part hereof.

That after obtaining said consent upon the part of said railway company, and the passage of said resolution, complainant herein perfected its said option and purchased said lots for the uses and purposes aforesaid, and immediately thereafter proceeded to and did erect and now has located thereon buildings, tanks, engines and other appliances for receiving, shipping, handling and dealing in petroleum oil and its products in said city of Cedar Rapids and located upon said lots.

Third—That afterwards, to-wit: about February 18, 1898, the said city of Cedar Rapids, by its council aforesaid, unlawfully and in violation of the rights and privileges granted to said railway company and this complainant as aforesaid, undertook to, and did pass a resolution rescinding the right

and authority of said railway company to locate and maintain said side track in Ninth avenue adjacent to the lots of complainant herein, a copy of which resolution is hereto attached, marked exhibit "B," and made a part hereof.

Fourth.—That after complainant took the option on the lots aforesaid, and prior to the resolution marked Exhibit "B," as aforesaid, the complainant was advised by said railway company by telegram, in words as follows, to-wit: "Can't put new track in at once, you can unload new tanks from main line and use present switch till spring."

Fifth.—That at all times heretofore and now said railway company has constructed, maintained and operated said side track extending from about Second street to and beyond Third street on the southerly side of their main line running through Ninth avenue on the west side of the Cedar river in the city of Cedar Rapids as aforesaid, from which said side track in pursuance of the agreement of said railway company, as well as said telegram, and in pursuance of the law in such cases made and provided regulating the conduct of said railway company in the management of its business said complainant has been up to about the first of July, 1898, permitted to, and did ship over the line of said railway company large quantities of oil in bulk in oil tank cars, which said cars were by said company up to about July 1, 1898, switched upon said track for the purpose of permitting complainant herein to unload the same by drawing the oil off from said cars through pipes connected with the tanks of complainant, situated upon said lots as aforesaid.

That the character of the goods dealt in by complainant so shipped over the railroad was such that it was and is impossible to unload the same as ordinary freight is unloaded in warehouses, but it is required to be unloaded and transferred to tanks for the purpose of holding and containing the same upon said lots in and about the transaction of the business of complainant herein, and said side track and the right to use the same for said purpose is convenient and necessary adjunct to the economical and profitable conduct of complainant's said business in shipping and dealing in petroleum as aforesaid.

Fifth.—That the said railway company is and has been at all times mentioned herein in the habit of switching cars having freight proper to be unloaded upon the side track adjacent to the lots of complainant herein as aforesaid, and has permitted and is now permitting to accomodate other shippers switching said cars upon said side track for the purpose of unloading as aforesaid, and for the convenient transaction of their said business, and has up to about the 30th of June, 1898 switched cars for complainant herein upon said side track for the purpose of unloading as aforesaid, and the complainant avers and represents to your honorable Board that on or about June 30th, 1898, there was shipped to complainant over the railway of said company car No. 205, containing 4575 gallons of gasoline, and on or about July 3, 1898, there was likewise shipped to complainant car No. 111, containing 6125 gallons refined oil, which said railway company then, and from hence hitherto has refused to deliver said cars on said switch, or in any manner place the same thereon so that complainant could conveniently and economically unload the same into its tanks as aforesaid upon said lots.

That complainant has made numerous demands upon said defendant, its officers and agents having charge of the switching of cars for unloading at Cedar Rapids as aforesaid, that said railway company placed said cars upon said switch for the purpose of being unloaded, which demand said railway company by its said officers and agents aforesaid have and still do refuse, although said railway company is using and operating said sidetrack for the purpose of unloading, loading and shipping freight for other patrons of said railway company in said city of Cedar Rapids.

That said railway company assigns as reason for its refusal to deliver said cars of complainant on said sidetrack as aforesaid that said city of Cedar Rapids has threatened that if said railway company allows and permits cars of oil to be shipped upon said sidetrack and unloaded thereon, that the said city will compel it, the said railway company, to take up and remove said sidetrack from said Ninth avenue in said city as aforesaid.

Sixth.—But complainant avers and shows your honorable board that by reason of the facts and circumstances hereinbefore set forth, and the great length of time said city has permitted said railway company to use and occupy so much of Ninth avenue as was necessary for the sidetrack aforesaid, that said city is estopped from in any manner interfering with maintaining of the said sidetrack in said avenue as against the said railway company, and that the said threat of the city furnishes no reason or excuse for the acts, conduct and refusal of said railway company as aforesaid.

That the said right and privilege to use said sidetrack for the purpose of unloading petroleum and its products dealt in by this complainant as aforesaid, and so denied to it by the said railway company, is necessary for the successful conduct of the business of complainant in dealing with said petroleum and products.

That with such right the unloading of said petroleum and its products was very convenient and economical, and without such rights is difficult and expensive.

That with said right and privileges said complainant can unload its peculiar character of goods directly from the railway cars, and store the same until delivered, with great convenience and economy to complainant.

That without said right it will have to haul in tanks from such inconvenient place as said railway company may choose, and deposit it in its tanks on said lots, a very tedious and expensive operation.

That the permission to have said tank cars switched upon said sidetrack for the purpose as afore said, and the refusal to grant the same by said railway company, operates as a discrimination in favor of other shippers of freight necessary to be unloaded on said sidetrack, and is unjust, unreasonable, and in violation of the said railway's duties and obligations as a common carrier towards this complainant.

That from the nature of the goods handled by complainant it is necessary to bring said railway tank cars within reach of the suction pipes of complainant's steam pump, and to do this it is necessary to put the tank cars on the switch already there as aforesaid until the new switch promised and agreed to be placed in said avenue by said railway company is built and tank cars switched thereon.

That by reason of the unjust and unreasonable refusal of said railway company to accede to the just and reasonable demands of complainant in switching its cars on said sidetrack as aforesaid complainant has already been damaged in the sum of $105 by delays, expense in handling and hauling the oil at a great distance, and if said railway company continues to, and is allowed to continue to refuse to switch said cars, said complainant will be damaged in further large sums, at least in the sum of $2,500 within the next year.

Wherefore complainant asks that your honorablo board serve a copy of this complaint upon the officers of said railway company, and fix a time and place for hearing as by law prescribed, and that upon such hearing your honorable board order and direct that said railway company be compelled to switch the tank cars of complainant as aforesaid upon the said sidetrack for the purpose of unloading it as aforesaid, and that in case said railway company shall refuse or neglect to abide or comply with the order of this honorable board within the time prescribed for such compliance by this honorable board, then that this board order and direct the attorney-general of the state of Iowa to commence an action in the name of the state for a mandatory order of the court compelling a compliance on the part of said railway company with the order of this board, all as provided by law, and that complainant may have such other orders in the premises as to this honorable board may seem just and equitable between the parties.

THE S. L. COLLINS OIL TANK LINE.
By S. L. COLLINS, *President*

EXHIBIT "A."

Ald. Eakle submitted the following:

Be it resolved by the City Council of the City of Cedar Rapids, That permission is hereby given to the Chicago, Milwaukee & St. Paul Railroad Company to construct, maintain and operate a side track on the north side of their present main line between Second and Third streets West, said side track to be connected with the main line by suitable curvatures at or near said Second and Third streets, and the greatest distance between the rails of the said side track and the main line not to exceed thirty-five (35) feet, provided the Chicago, Milwaukee & St Paul Railway Company shall hold the city harmless of any and all damage by reason of the construction, maintainance and operation of said side track.

Passed this Twenty-first day of January, A. D., 1898.

GEO. A. LINCOLN,
Mayor.

Attest:
J. G. BLAINE,
Recorder.

Adopted.

EXHIBIT "B."

February, 18, 1898.

The Honorable Mayor and City Council, Cedar Rapids, Iowa:

GENTLEMEN:—Your committee, to whom you referred the petition of J. L. Pospishil, protesting against the city granting any right or privilege to the Chicago, Milwaukee & St. Paul Railway to build and construct a switch on the north side of their main line on Ninth Avenue, West, between Second and Third streets, claiming that said switch would cut off access to his property, and greatly depreciate the same in value

We find the facts as set forth by the petitioner true, as the construction of this siding will shut Mr Pospishil off from the use of Ninth avenue, and practically from the use of the alley, without the use of private property to get in and out.

We find that the C., M. & St. P. have a siding on the north side of Ninth Avenue, leading off from the main line just east of Second street, and extending to Third street, and as Ninth avenue is

but a sixty-six foot street, the south side, or one-half of Ninth avenue is at present closed from traffic, and to allow the construction of the siding on the north side of the C., M. & St. P.'s main line between Second and Third streets will entirely close Ninth avenue between Second and Third streets.

We, therefore, recommend that the action of the city council of January 21st, 1898, in adopting the resolution granting to the C., M. & St. P. Ry. Co. the right of construction and maintaining a side track on Ninth avenue, between Second and Third streets be rescinded.

W. G. HASKELL,
H. J. RAPS,
J. B. LEVERICH.
Committee on railroads.

Adopted.

The Chicago, Milwaukee & St. Paul Railway Company filed the following answer thereto:

THE S. L. COLLINS OIL TANK LINE,
vs.
THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Answer.

Now comes the Chicago, Milwaukee & St. Paul Railway company, and answering the complainant herein, states:

That at no time has this company through any authorized officer, orally or otherwise, agreed to lay down a track for the accomodation of the complainant as set forth in the complaint; but that nevertheless it is now willing to agree to do so, provided authority be granted by the council of the city of Cedar Rapids by ordinance or resolution, and under the usual conditions.

This company says that the spur track on the southerly side of its main track, which is mentioned in the complaint, upon which the complainant asked that this company be required to place cars containing oil and petroleum products consigned to the complainant, was originally constructed and has been used by the company to place cars loaded with stone and similiar material so that the consignees thereof might unload the same; that up to the time of the locating of the complainant's oil tanks near the same, that the said spur track had not been used for the delivery of oil, gasoline or similar products, and that it was never used for the purpose of receiving freight of any kind from consignors; that this company has no objection to placing oil tank cars of the complainant upon the said track for unloading, but that the citizens of Cedar Rapids living in the vicinity of said track have seriously and strenuously objected to the city authorities to the use of the said track for such purpose; and that the city council of the said city and its authorized committee and the officers of the city of Cedar Rapids having charge of the streets of said city, have forbidden the use of the said spur track by this company for the purpose of placing cars loaded with oil thereon, and have forbidden use of said spur track for the delivery of oil, gasoline and similiar products of petroleum; that the said spur track being in one of the streets of the said city, over which the city of Cedar Rapids has police jurisdiction, this company believes that it is obliged to obey the mandates of the said city and its officers with respect thereto; and for that reason only has it refused to place upon said track cars loaded with such oils and petroleum products as are handled by the complainant.

This company further answering the complainant, says: that it is and at all time has been willing and desirous of furnishing such accommodations to the said complainant as will accord with its duties as a common carrier, and has been prevented from doing what the complainant desires by the acts of said authorities of

the city of Cedar Rapids; that under the ordinances of the city of Cedar Rapids under which this company holds its rights to the maintainance of said track in said street, as well as under the statutes of the State of Iowa, the policing of the said street and track, and the protection of the public interests therein is vested in the legal and proper authorities of the city of Cedar Rapids; and, having been duly warned by the officers of said city that if the spur track shall be used for the unloading or handling of oils as desired by the complainant, the railway company will be required to remove the said spur track, it believes that in disregarding the said warning it would seriously jeopardize its rights and the interests of its patrons.

WHEREFORE, This company prays your honarable board to make no order in the premises which will require this company in the obedience thereof to perform acts in violation of the lawful requirements of the authorities of said city of Cedar Rapids.

THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By.....

The commissioners appointed a hearing in this case at Cedar Rapids, July 28th, and at the time and date stated, the board met the representatives of the railway company and the S. L. Collins Oil Tank Line. It developed at the hearing that both railway and oil tank company agreed substantially to all the facts set forth in the petition filed in the case.

Supt. Goodnow stated that his company would like very much to set all the oil company's cars on the switch in controversy, but that if he did so he would bring the company in conflict with the city of Cedar Rapids, and that he did not want to do. He expressed belief that the only way was for the Collins Oil company to make its peace with the city direct. Judge Preston, for the Collins Oil Tank Line, stated that he believed that the commissioners should make an order compelling the railway company to set the tank cars as asked in the petition, then if the city carried out its threat, to force the railway company to take up its track, then he would institute injunction proceedings against the city and would not necessarily involve the railway in the case at all.

On September 20, 1898, Mr. W. G. Collins, general manager, C., M. & St. P. Ry. company, stated that the company had placed two cars on the track in controversy which had been emptied by piping under the track and the cars removed. He also stated that he had been advised by the Collins Oil Tank company that they were now satisfied with the position taken by the railway company, and they would soon withdraw their complaint.

On November 28, 1898, the board received a letter from the attorney for the complainant stating that the railway company had informed them, that they proposed to put cars on the side track in controversy as long as the side track was maintained there, and the Collins Oil Tank Line desired them to do so.

As this case seems to have been adjusted to the mutual satisfaction of both the railway company and the complainant the same is closed.

Des Moines, Iowa, November 26, 1900.

No. 2151—1900.

H. M. EDGE, TIPTON, IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY CO.

Under-grade farm crossing.

Complaint filed August 15, 1898.

The complainant in this case stated that inasmuch as the railroad had divided his farm in such a way that the smaller part of the farm including his buildings, was on the south side while the main part of the farm was on the north, he thought that he should be entitled to an under-grade crossing as it was dangerous to drive his stock back and forth over it, especially in the winter. The complaint was taken up with the railway company and the answer was made that Mr. Edge had purchased the farm with full knowledge of the conditions as they existed and that he was furnished with a good under-grade crossing and the company did not feel it should be required to do anything further in the way of a crossing upon this farm. At a later time Mr. Edge wrote the commission that he had sold the farm and had no further interest in the case.

Des Moines, Iowa, December 1, 1900.

No. 2152—1900.

MILES SINKEY, NASHVILLE, IOWA.

vs.

CHICAGO & NORTHWESTERN RAILWAY CO.

Requesting removal of station agent.

Complaint filed September 5, 1898.

This was a complaint from Mr. Miles Sinkey, of Nashville, that the agent was incompetent and did not give the public proper attention. The matter was brought to the attention of the railway company and in reply thereto Mr. J. M. Whitman, General Manager, wrote the Board on January 26, 1899, that the complaint was a personal one of Mr. Sinkey's and he was utterly unable to find any one in or about Nashville, doing any business with the railway company, who was in any way dissatisfied with their treatment at the hands of the present agent. The Board requested Mr. Sinkey to get statements from the patrons of the office to the effect that the services of the agent were unsatisfactory, if such were the facts, and the commissioners would take the matter up further with the company. The statements requested were never filed and the case is closed.

Des Moines, Iowa, December 1, 1900.

No. 2153—1900.

JOE FOCKLER, FAYETTE, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Dangerous highway crossing.

Complaint filed September 7, 1898.

The complainant in this case advised the Board that a highway crossing two miles southeast ot Fayette, known as the Doud crossing, on the Chicago, Milwaukee & St. Paul Railway, was unsafe, and ought to be remedied.

In sending this complaint to the railway company the Commissioners said, "If we are able to reach a conclusion from an examination and inspection of the photographs sent us, we are inclined to believe this crossing is a dangerous one." Replying thereto Mr. W. G. Collins, general manager of the railway company, stated under date of October 3, 1898, that he had had the situation carefully examined, and found that on account of the physical conditions at that point there was no way to make a safer crossing; that it was not practicable to remove the hill that obstructs the view, or to build an over or under grade crossing. He also stated that the records of the company showed that there had been but one accident at the crossing in twenty years.

The Commissioners visited the crossing complained of on January 10, 1899, and from the investigation made at that time, believes that if certain action were taken by the board of supervisors of Fayette county, in relocating the highway at his particular point, a suitable place could be obtained for an under-crossing. The case was held for some months awaiting action by the board of supervisors, until finally, on Septebmer 20, 1899, the Commissioners addressed a letter to the auditor of the county, inquiring what action, if any, had been taken by the supervisors.

Replying thereto Mr. J. E. Dempster, county auditor, stated that the board of supervisors was willing to vacate, and relocate where it would be more convenient for an undergrade crossing, providing, howevever, that the expense be borne by other parties than Fayette county.

General Manager Collins stated in reply that "If the board of supervisors desired to change the location of the highway, and to cross the company's right of way and track at a point that will make a less dangerous crossing, the company will not object to the change provided it is made without expense to it and the present crossing is vacated.

No proposion in regard to this matter has been received from the board of Supervisors, or from any other officials of the town or county."

On October 24th a copy of Mr. Collins' letter was sent to Mr. Dempster, and the Commissioners stated "You will note that Mr. Collins states that no effort has been made to adjust this matter by the board of supervisors with the company, and might it not be well for your board to make some definite proposition to the company, and see what can be accomplished in this way. This is suggested from the fact that the matter of highway crossings and the authority of the Board of Railroad Commissioners to act therein is in such condition in the state that no certainty exists as to the power this Board may have in such cases.

"The case will await your further suggestions."

Nothing further having been heard in this case the same is closed.

Des Moines, Iowa, November 26, 1900.

No. 2154—1900.

PORT ARTHUR EXPORT CO., BY E. E. CARPENTER, OMAHA, NEB.
vs
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO., THE OMAHA & ST. LOUIS R. R. CO., AND THE SIOUX CITY & NORTHERN RAILWAY, (WARWICK HOUGH AND SAMUEL BEALS, RECEIVERS.) } *Joint Rates.*

Complaint filed September 29, 1898.

Upon date named the following letters were received by the Board of Railroad Commissioners:

SEPTEMBER 28, 1898.

To the Honorable Board of Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN—Under the provisions of section 2155 of the Code of Iowa we ask you to make a just and reasonable joint tariff from Lester, Iowa, and intermediate points on the Sioux City & Northern Railroad company, to Blanchard, Iowa, on the Omaha & St. Louis Railroad company, on wheat, oats, corn, potatoes and emigrant movables and on lumber in the opposite direction using the Chicago, Milwaukee & St. Paul Railroad company and Omaha & St. Louis Railroad company's lines.

Will you please give the proper notices for a hearing on this matter,

Very truly,

PORT ARTHUR EXPORT CO.,
Per E. E. Carpenter.

SEPTEMBER 28, 1898.

Honorable Board of Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN—Under the provisions of section 2155 of the Code of Iowa we ask you to make a just and reasonable joint tariff from Hull, Iowa, and intermediate points on the Chicago, Milwaukee & St. Paul Railway company, to Blanchard, Iowa, on the Omaha & St. Louis Railway company, upon wheat, oats, corn, potatoes and imigrant movables and on lumber in the opposite direction.

Will you please give the proper notices for hearing on this matter.

Very truly,

PORT ARTHUR EXPORT CO.,
Per E. E. Carpentor.

The board in answer thereto wrote Mr. Carpenter as follows:

"Replying to your communications of the 28th inst, concerning the matter of joint rates, I am directed by the commissioners to say that from an examination of sections 2152, 2153 and 2154, in connection with section 2155, it is the opinion of the board that your complaint should contain an allegation or statement showing not only the failure on the part of the railway companies to establish joint through rates, but also that a request has been made by the shipper or interested party of the railway companies over whose lines the rates are desired, for the adoption and establishment of reasonable through joint rates."

Under date of September 30, Mr. E. E. Carpenter wrote the board as follows:

"Your favor of the 29th inst., at hand and in reply will state that I have asked the Kansas City, Pittsburg & Gulf railroad, the Chicago & Northwestern railroad, the S, C. & P. railroad, the C., M. & St. P railroad and the S., C. & N. railroad for a through rate to Kansas City, a joint rate to Blanchard, Iowa, and a joint rate to Council Bluffs, and have not been able to get any rates, except the local Iowa tariffs on each line except that the S, C. & P railroad and C. & N. W. railroad, 97 miles, have a tarliff between all their stations based upon the C., M. & St. P. 155 miles Iowa tariff, and upon learning these facts I wrote to Mr. McNider, general freight agent of the S., C. & N. railroad and received a reply that they would not put in a joint tariff giving them less than the Iowa distance tariff

"Mr. L. B. Beardsley, superintendent of the C., M. & St. P. railroad, has failed to make any reply to letter of several weeks ago. I cannot compel them to reply to my inquiries On receipt of yours this morning I called at the office of the assistant general freight agent of the Kansas City, Pittsburg & Gulf railroad in Omaha and was informed that they are ready and willing to comply with the law on joint tariffs, but that their connecting lines refuse to agree to it. I then wrote the letters of which I enclose copies herewith, and a renewal of the application to your board to establish rates."

Under same date, viz., September 30, further communication was received from Mr. Carpenter as follows:

"Under the provisions of sections 2152 to 2155 inclusive of the Code of Iowa, 1897, we ask you to establish a just and reasonable joint tariff from Hull, Iowa, and Perkins, Iowa, and intermediate points on the Chicago, Milwaukee & St. Paul Railway lines and Sioux City & Northern Railroad to Blanchard, Iowa, on the Omaha & St. Louis Railway upon wheat, oats, corn, and potatoes, and on lumber in the opposite direction.

"Have been making applications for the past thirty days to the various railway companies over whose lines shipments would be made, from Hull and Perkins, Iowa, and other points on the same lines to Council Bluffs and Kansas City via Blanchard, Iowa, and have been unable to get any rates whatever except the local Iowa distance tariffs. That the Kansas City, Pittsburg & Gulf Railway company have agreed and are willing to make a joint rate; neither the Chicago, Milwaukee & St. Paul Railway company, the Chicago & Northwestern Railway company, the Sioux City & Pacific Railway company or the Sioux City & Northern Railway company will agree to make any joint rates, and refuse so to do.

"Will you please give the proper notices for a hearing on this matter."

Mr. Carpenter also furnished the board with copies of letters he had sent the railway companies asking for joint rates.

Upon receipt of the foregoing the board issued the following notice:

NOTICE.

To the Chicago, Milwaukee & St. Paul Railway company, the Omaha & St. Louis Railroad company, and the Sioux City & Northern Railroad company (Warwick Hough and Samuel J. Beals' receivers) and all persons, parties and corporations interested:

You and each of you are hereby notified that the Port Arthur Export company have filed with the Board of Railroad Commissioners of the state of Iowa, at its office in Des Moines, an application in writing asking said Board of Railroad Commissioners "to make and establish a just and reasonable joint tariff from Hull, Iowa, and intermediate points on the Chicago, Milwaukee & St. Paul Railway company to Blanchard, Iowa, on the Omaha & St. Louis Railway, upon wheat, oats, corn, potatoes and emigrant movables and on lumber in the opposite direction," also "a just and reasonable joint tariff from Lester, Iowa, and intermediate points on the Sioux City & Northern Railroad company to Blanchard, Iowa, on the Omaha & St. Louis Railroad company upon wheat, oats, corn, potatoes and emigrant movables and on lumber in the opposite direction, using the Chicago, Milwaukee & St. Paul Railroad company and Omaha & St. Louis Railroad company's lines."

You are further notified that the Board of Railroad Commissioners have fixed the twentieth day of December, 1898, at 10 o'clock A. M. of said day at the office of said Board of Railroad Commissioners at Des Moines, Iowa, as the time and place of hearing said application, and you are further notified that you may appear at such hearing and show cause, if any you have, why said Board of Railroad Commissioners should not make and establish through reasonable joint rates on the merchandise and commodities above named, between the said points upon the lines of railway aforesaid, it being the intention of said Board of Railroad Commissioners to revise or change the present schedule or rates and establish and promulgate through reasonable joint rates over said lines of railway between the points aforesaid, upon the commodities and merchandise above named, if upon such hearing it is

decided or determined that a revision or change of rates should be made, or that through reasonable joint rates should be established thereon.

By order of the board.

W. W. AINSWORTH,
Secretary.

[SEAL,]

Des Moines, Iowa, November 21, 1898.

Upon the date named in the above notice hearing was had in this case at the office of the board in Des Moines, Iowa, a number of exhibits were filed by the complainants herein, showing the refusal of the railway companied named to make the joint rates as requested. At this hearing considerable testimony was introduced on behalf of the complainants, As the testimony proceeded the complainants insisted upon certain tariffs being filed which request read as follows:

"That the defendants in this case—the Chicago, Milwaukee & St. Paul Railroad company, the Omaha & St Louis Railroad company, and the Sioux City & Northern Railroad company—be required to file with this commission, in accordance with the provisions of section 2133 of the Code of Iowa, 1897, any tariffs now in force on their respective roads on interstate traffic, whether originating within the state of Iowa or without the state"

The defendants, at the close of the introduction of the testimony offered by the complainants, requested that the hearing be continued in order that the companies might comply with the demands of the complainants. This being agreeable to the complainants, the case was so continued, January 17, 1899, being date set for the conclusion of the hearing. On January 13, 1899, the complainant, by Hon. F. T. Campbell, his attorney, requested postponment until February 1, 1899, on account of sickness in the family of Mr. Carpenter. The request was granted by the Board and all parties notified accordingly. Again on January 24, 1899, Mr. E. E. Carpenter wrote the Board requesting postponment for a month or an indefinite period, "subject to sufficient notice being given all parties." Mr. Carpenter stated that this postponment was requested on account of sickness in his family. In view of the reasons given by Mr. Carpenter, the Board notified all parties that the date for a further hearing in this matter would be left open awaiting further advice of the complainant. It has now been nearly two years since this last notice was given and as Mr. Carpenter has never called up the case the same is closed without prejudice.

Des Moines, Iowa, December 1, 1900.

No. 2155—1900.

E J FITZPATRICK AND OTHERS, CEDAR VALLEY, IOWA,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Petition for stock yards.

Petition filed October 20, 1898.

Cedar Valley, the town from which this petition came, is a terminus of a branch from the Davenport & Clinton line built to reach the Cedar Valley quarries In time a little village sprang up at this place and the petitioners felt that the company should provide stock yard facilities at this point In answering the complaint the company said that it had no terminal facilities at Cedar Valley outside of the right of way, all additional tracks being located on land belonging to

the quarry owners; that a short distance from Cedar Valley there were many towns having proper shipping facilities and that, while the institution of stock yards at Cedar Valley would accommodate the farmers in the immediate vicinity, yet the number to be benefitted would not be large and those who would receive the greatest benefit from the location of such stock yards did not now have an unreasonable distance to take their stock for shipment.

Owing to the near location of Tipton, West Branch, Centerdale, Plato and Buchanan to the point in question and the fact that this was in reality a switch track to the quarry located there, the Board did not feel like recommending to the railway company to establish regular stock shipping facilities at that point.

Des Moines, Iowa, December 1, 1900.

No. 2156–1900.

F. J. PARR, FT. DODGE, IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMHANY.

Overcharge in Passenger Fare.

Complaint filed December 27, 1898.

In this case Mr. F. J. Parr, of Ft. Dodge, made complaint to the board substantially as follows;

"I had occasion a short time since to go from Armstrong, Iowa, to Ledyard, Iowa. The agent at Armstrong refused to sell me a ticket to Northwestern Crossing about two miles south of Ledyard, but sold me a ticket to Germania, several miles beyond the crossing of Northwestern. I paid for same under protest. The Northwestern charged me 29 cents to ride from B . C R. & N. railroad crossing to Ledyard, a distance of about two miles, but refunded to me 24 cents, so this complaint is not made against them, but applies wholly to the B., C. R. & N. Railway company. At point of crossing (which is not a grade crossing) these two roads have erected platforms and a small waiting room (where they keep fire) for the interchange of passengers and mail. Now, what I wish is the opinion of the Board of Railroad Commissioners as to whether the B., C. R. & N. Railroad company has a legal right to make the overcharge as above complained of."

The complaint was taken up with the railway company and, on March 6, 1898, Mr. W. P. Brady, general agent of the company, answered the complaint as follows:

"Answering your letter of the 2nd inst. in relation to the claim of Mr. F. J. Parr of Fort Dodge, in the matter of not stopping the trains of this company at the North-Western crossing, between Germania and Swea City, stations on this line, I have the honor to state that at the point Mr. Parr claims he desired to alight from the train, the B., C. R. & N. crosses the North-Western overhead. Solely for the convenience of the traveling public, orders have been issued for our trains to stop at this point to let off passengers who wish to make connection with the North-Western railway It is not a regular station on this road. We have not a ticket agent there, and no facilities for taking care of passengers, except that there is a small building at the crossing, maintained by the two companies, in which passengers may remain waiting for their trains, which was placed there on the recommendation of the Board of Railroad Commissioners solely for that

purpose. There is no reason why we should otherwise stop there, as being an overhead crossing, there is no connecting track or interchange of freight traffic.

"It does seem to us that for the sole purpose of accommodating Mr. Parr, who bought a ticket through to Germania, we have by our kindness to him, placed ourselves in a position in which he seems to think he has been abused. We do not see that there is any justice whatever in the claim of Mr. Parr, but should rather think, he would think, instead of condemning us, or attempting to recover the difference in fare between the crossing and Germania, the stop we made for him was without adequate compensation, as the amount of the fare he paid from Swea City to Germania was much less than the cost to the company of stopping the train to let him off as a matter of convenience."

A copy of the foregoing was sent to Mr. Parr who did not seem satisfied with the answer of the railway company, but the commissioners, after some further investigation, did not believe the case demanded a hearing or that the facts were such as to make serious cause for complaint.

Des Moines, Iowa, November 28, 1900.

No. 2157—1900.

TOWNSHIP TRUSTEES, BAXTER, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY CO.
Dangerous highway crossing.

Complaint filed January ?, 1899.

On January 2, 1899, Mr. O. C. Meredith, county attorney, Jasper county, called at the office of the Board of Railroad Commissioners, and made complaint substantially as follows:

The railrond crossing in question is a grade crossing in Independence township, Jasper county, Iowa, on section line between sections 1 and 12. The crossing is such that the highway is cut out entirely and all of the crossing there is, is to go upon the railroad right of way, then going parallel with the right of way on their right of way. The view of trains is obstructed from both ways, then the highway runs into a pocket where it is impossible to turn around and one is compelled to cross. A number of people, just how many not known, have been caught there and killed. It is a very dangerous place. Baxter is the nearest station west of crossing, and that is a mile or two distant. It has been in that dangerous condition for a number of years; I think since the construction of the road. Different efforts have been made, as I understand it, to have the conditions remedied, but nothing has been done.

After due notice has been given to parties, the Commissioners visited the crossing complained of, Tuesday, March 21, 1899. The Commissioners found that the crossing complainad of was, perhaps, more dangerous than the average, and also found that at the particular point where the highway now crossed the railroad, it would be impracticable to make the crossing any safer than it now is. The Commissioners recommended, however, that the Board of Supervisors should relocate the highway crossing to a point some distance west of the present crossing, where a much safer grade crossing could be constructed, or the highway might be taken there under or over the railway.

The Commissioners, Supervisors, and representatives of the railway company, had a conference concerning the matter on April 20th at Des Moines; at this time the Commissioners suggested that the Supervisors take some definite action, respecting this highway crossing, before the Board of Railroad Commissioners

should proceed any further. The case has been held awaiting such action for a year and one-half, and the Commissioners regard the situation as such that they cannot properly take action to remedy the above, and the case is closed.

Des Moines, Iowa, November 26, 1900.

No. 2158—1900.

C H. ARTHURS, OAKLAND MILLS, IOWA. vs. ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY COMPANY. } *Construction of Ditch.*

Complaint filed May 13, 1899.

On date named the complainant wrote the board that the railroad company had constructed a ditch only fifteen feet from his front door twelve feet deep, and that his land is being carried into the ditch. He stated further that he had written the superintendent but got no answer, and he wanted some action taken that would compel the company to fill the ditch The case was taken up with the railway company at once and Mr. H H Trimble, general attorney of the railway company, filed the answer of said company to this complaint as follows:

"Referring to the complaint filed in your office on May 13, 1899, by C. H. Arthur, of Oakland Mills, Henry county, Iowa, against the St. Louis, Keokuk & Northwestern Railroad company, wherein complaint is made:

First.—"That the railroad company has constructed a ditch in front of the complainant's residence, which ditch encroaches on complainant's land.

Second.—"That the railroad company has built a portion of its right of way fence on complainant's land.

"In answer to these complaints, I am authorized and directed to say:

First.—The ditch spoken of has been in existence practically in its present form for the last fifteen (15) years or more. It is a ditch which was doubtless created by the removal of earth in making the embankment for the railroad adjacent to the ditch, which railroad is the property of the St. Louis, Keokuk & Northwestern. If any part of the ditch is on land belonging to the complainant, presumptively the railroad company, in constructing the railroad, paid all damages caused by the making of this ditch. This is the legal presumption and is made by our statute conclusive.

Second.—"As to the right of way fence, I am in like manner directed to say that the fence has been located where it now is for more than ten years and that, therefore, presumptively the fence is rightfully located there, and that all portions of the land between the fence, including the ground on which the fence stands and the track of defendants constitutes a part of the right of way of defendants. I am also directed to say, however, that if in point of fact the record shows that the fence is on land owned by complainant or by complainant's predecessor, the railroad company is ready to remove the same.

"The railroad company, by way of equitable answer to the complaint, says that all complainant's land lies on the north side of the railroad company's right of way, and that no part of the complainant's land lies on the opposite of said railroad; that complainant does not own any land on the south side of said railroad. It also says that there was located in said railroad track, and as a part of the railroad track, a bridge near complainant's house, and that the complain-

ant had been, and probably had been for a good many years, using the opening under said bridge for crossing purposes, thus using it for an under crossing; that the railroad company, in improving its track, filled up this bridge, thus depriving complainant of the priviledge of using the opening under said bridge for private crossing purposes; that the complainant made complaint about filling up the bridge; and that thereupon the railroad company, although not legally bound to supply said complainant with such private crossing under said bridge or at any other point along its line, did, as a matter of kindness, make a grade crossing near complainant's house at a point selected by complainant by filling up a portion of the ditch on the side of the railroad track at that point with dirt and leveling up the same so that complainant could cross it at grade at a point more convenient to his house than the bridge which he had previously used; that the filling of this bridge was done at a very heavy expense to the railroad company, and that the railroad company supposed that complainant would be satisfied with the private crossing as above stated.

"Complainant, however, claimed that the crossing was not sufficiently wide. Thereupon the railroad company increased the width of the crossing and put in a bulk-head to support the dirt composing the fill which constituted the approaches to the crossing, and widened the crossing so as to make it a very efficient crossing at increased expense to the railroad company, hoping that that would satisfy the complainant. That afterward complainant demanded that the railroad company should fill the balance of the ditch opposite his house, including all that portion of the ditch opposite his land. The company, deeming his demand unreasonable, declined to comply. On behalf of the railroad company, I respectfully submit to this Honorable Board that the railroad company has done enough for complainant, and should not be required to do more.

A copy of the foregoing answer was sent the complainant, and nothing having been heard from the complainant in this case, the same is dismissed without prejudice.

Des Moines, Iowa, December 1, 1900.

No. 2159—1900.

JOHN ECKROAT, Beacon, Iowa,

vs.

CHICHGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Overcharge—Interstate.

Complaint filed July 12, 1899.

This was a complaint that on a box of goods shipped from Beacon, Iowa, to Boise City, Idaho, there had been an overcharge. While the Commissioners did not assume any jurisdiction over the matter, still the complaint was taken up by the Board with the representatives of the C R. I, & P Railway company with the idea that if there had been an overcharge the company would make proper settlements. The case was the subject of investigation by the C. R I. & P. Railway company until Dec. 13, when Mr. C J. Phillips, division freight agent, wrote the Board that an overcharge had been found on their western connection and the amount had already been refunded to the complainant. On Dec. 20th, Mr. Eckroat corroborated the foregoing statement.

Des Moines, Iowa, Nov. 30, 1900.

No 2160—1900.

B. F. KENDIG, Road Supervisor, Centerville, Iowa,
vs.
IOWA CENTRAL RAILWAY COMPANY.
Highway crossing.

Complaint filed July 13, 1899.

This was a complaint that an under-grade highway crossing built by the Iowa Central Railway company was not in good condition. The complaint was taken up with the Iowa Central Railway company and the matter was adjusted.

Des Moines, Iowa, Dec. 1, 1900.

No. 2161—1900.

A. E. COOK, MALVERN, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD CO., OMAHA & ST LOUIS RY. CO.
Union depot.

Complaint filed August 8, 1899.

On August 3, 1899, Mr. A. E. Cook, secretary Commercial club, Malvern, Iowa, wrote the Board as follows:

"Some time last May the citizens of our town and community sent a petition to each of the railroads, C., B. & Q. and Wabash, going through our town, asking that there be established at the crossing of the two roads in our city a suitable union passenger depot. As yet we have heard nothing from it. We think the business interest, and for the benefit of our own and the traveling public, demands that we have this union station, and we would like to have your Board to take hold of this matter for us. We understand from the law that your Board has jurisdiction over this matter. The Q. people are putting in an interlocking switch and changing their wye. Please call the attention of your Board to this and we would like to have you take action in the matter right away."

The matter was brought to the attention of Mr. W. C. Brown, general manager C. B. &. Q. Railroad company, at once, who made final answer to the same under date of September 8, 1898.

"Referring once more to your communication of August 10th in relation to the establishment of a union passenger station at the intersection of O. K. C & E railway and our line at Malvern as petitioned for by many citizens of that place would respectfully submit the following statement:

"The present location of passenger station at Malvern is reasonably central and convenient, almost as much so as a station located at the crossing would be.

"The passenger business at Malvern is very largely local, a very small proportion of the whole being interchanged between the roads.

"The crossing is located at the foot of a very heavy grade making it a very dangerous place to stop west-bound trains on account of the great risk of rear end collisions, and a very expensive place to stop east-bound trains on account of the great difficulty of starting trains at the foot of the grade.

"In order to avoid the stop our company, in connection with the O., K. C. & E. railroad, have arranged to install, at a large expense, an interlocking device

all the advantages of which would be lost if the location of the station should be changed as proposed.

"The business at Malvern is not large enough to warrant the maintenance of separate passenger and freight stations, hence the passenger station must be so located as to be available and convenient for the transaction of freight business.

"The location at the crossing could not be used as a freight station except by the expenditure of a large amount of money, and in no way could freight facilities be established at that point which would be as convenient either for the public or the railroads as the present stations.

"In view of the above we must very respectfully decline to remove our present station or establish an additional station at Malvern.

Copy of the foregoing was sent Mr Cook, and later the Commissioners visited Malvern, and found that at the point where the railroad companies cross each other, the C. B. & Q. is on a 25 foot grade, hardly a desirable place to locate a depot, where heavy trains would be compelled to stop and start on such a grade.

Des Moines, Iowa. Nov. 26, 1900

No 2162—1900

DANIEL SACKRIDER, Maquoketa, Iowa,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Under-grade farm crossing.

Complaint filed Sept 7, 1899

The complainant in this case described the land owned by him, stating that it was crossed by the C. M. & St. Paul Railway company; that he desired an under-grade farm crossing and stating among other things:

"As it is a very dangerous crossing, I would want an under-ground crossing for my stock especially, as I am so near the station and there is a switch so near the said crossing. The main portion of my farm is on the south side of the railroad and the water, barns and sheds are all on the north side, so it makes it almost impossible to get my cattle across the track as the trains are so many on the track, being the main line"

The case was taken up with the railway company and Mr. W. G. Collins, general manager of the C M. & St Paul Railway company, made answer thereto as follows:

"Replying to your communication of the 9th inst., enclosing copy of a letter from Mr Daniel Sackrider, of Maquoketa, relative to an under-crossing on his farm one-half mile west of Delmar Junction:

"I have had the situation thoroughly examined and find that Mr. Sackrider has now two grade-crossings, one at a point about 600 feet east of the west switch and one at a point about 400 feet west of the west switch at Delmar Junction. He makes the most use of the one west of the west switch. This is a good grade crossing. The view to the east is clear for about a quarter of a mile and to the west for half a mile.

"I see no reason for going to the expense of providing an under-crossing for Mr. Sackrider."

Mr Sackrider was furnished a copy of Mr. Collins' letter and in reply thereto he sent the Board a plat or map of his farm accompanying the same by a statement as per the following:

"I have noted what Mr Collins states relative to my crossings and will say that Mr Collins has evidently been misinformed as to the location of the switches and crossings He states that one crossing is at a point 600 feet east of the west switch and one at a point about 400 feet west of the west switch at Delmar Junction. The facts are:

"The east crossing referred to by Mr. Collins is no good to me and I have never used it to cross with a team and wagon, as it never had any planks between the rails and there is a deep ditch on each side of the track. Even if the east crossing was fixed for use it could not be used as the main switch to the west of the station runs across and as there are trains standing on it nearly all the time stock could not be driven across by the way of the east crossing, so it is entirely useless to me and has been useless always In regard to the west crossing, I will state that myself and three witnesses measured the distance from the first switch west to my west crossing and the distance was 264 feet from the switch to my main crossing, or eight rails length The second switch is just six rails or 198 feet from my main crossing, besides the main track. A number of times the station agent has had to be notified to have the trains pull up further so the teams and loaded wagons could get across the tracks There are no cattle guards either side of my west crossing and on the east side cattle can run up to the station and on the west side over one and one-half miles before they can be stopped.

"Between the east and the west crossing there is plenty of room in the ravine and it is deep enough for a good under-ground crossing."

A copy of the foregoing was sent Mr. Collins, and on October 24th Mr. Collins wrote the Board that instructions had been issued to protect the west crossing on Mr. Sackrider's farm with wing fences and a cattle guard.

Mr Sackrider did not seem satisfied with this adjustment of the matter; complained that he needed a larger opening through the railway embankment upon his farm to provide proper drainage; that two acres of his land had been overflowed and rendered useless for farming purposes. In answer to this complaint Mr H. R. Williams, who had succeeded Mr W. G. Collins as general manager of the railway company, said there was no foundation for this complaint, for the culvert was large enough to carry off the water Mr. Williams stated further:

"The party who has lived on Mr. Sackrider's farm for the past six years was able to recall but one instance when the culvert failed to draw the water off rapidly enough, and that was when it became clogged up with floating matter. This was remedied as soon as the culvert was opened. Hence, I think there is no cause for complaint on his part "

The Commissioners wrote the complainant on March 7th, 1900, that if he had been damaged by reason of any overflow caused by the insufficiency of the waterway provided by the railway company he should bring suit to recover same in the courts.

The case is closed.

Des Moines, Iowa, December 1, 1900

No. 2163—1900

A. M. ERICKSON, MERATHON, IOWA.
vs
CHICAGO, MILWAUKEE & ST PAUL RAILWAY COMPANY.
Under grade farm crossing.

Complaint filed September 7, 1899.

Thec omplainant in this case stated to the Board that he had an agreement with the C , M & St P. Ry. company who were building a line of railroad from Fonda to Spencer, Iowa, which line crossed his farm, that he would be given an under grade farm crossing, but now that the railway declined to do so. The Commissioners asked the complainant concerning the alleged agreement and received information that the agreement was one wholly outside the deed, and that it was a promise by the right of way agent to do all he could personally to get this under grade crossing for Mr Erickson.

The case was taken up with the railway company and an answer was received thereto from Mr. W G. Collins, General Manager, as per the following:

"Your favor of the 9th inst. enclosing copy of letter from A. M. Erickson, Marathon, Iowa, relative to an under crossing on his farm, was duly received and the matter has been investigated.

If you will refer to Mr. Erickson's letter you will note that he does not give the section, town and range in which his farm is situated. We have, however, but one deed from him on the Fonda & Spencer line, and that is for right of way over the north half of the southeast quarter, and from the south side to the north side of the northeast quarter of section 26, township 92, range 35, Buena Vista county, Iowa. Erickson distinctly stipulates in this deed that the company nor its agents have not made any grant, promise or condition, verbal or written, for or relating to any crossing, passage-way or other privilage over, across, or under said railway, and that the right thereto shall be only that conferred by statute, and in the voucher for the amount which he receipted, the same stipulation is repeated. I think this is a sufficient answer to Mr. Erickson's complaint."

Later correspondence developed the fact that the ground where the under grade crossing was desired is only four feet six inches high, which was stated by the company to be insufficient for an under grade crossing.

On January 13, 1900, complaint was withdrawn by Mr. Erickson.

Des Moines, Iowa, November 24, 1900

No. 2164—1900.

J. A MOYERS, LUTHER, IOWA.
vs.
CHICAGO, MILWAUKEE & ST PAUL RAILWAY COMPANY.
Refusal to furnish cars.

Complaint filed September 14, 1899.

This was a complaint of alleged discrimination in furnishing cars for shipping grain from Luther, Iowa. The same was taken up with the railway company at once and on September 27th Mr. W. G. Collins, general manager of the railway

company, wrote the Board stating, in substance, that he could find no ground for the complaint; that there had been no discrimination in furnishing cars; that the complainant had been furnished cars to load whenever he had grain on hand to fill them and has been treated in exactly the same manner as other shippers; that there was at that time a shortage of cars at all points.

On October 4, 1899, Mr. Moyers wrote the Commission reiterating his complaint of discrimination, and he was asked by the Board to make affidavit that what he had said in his original complaint was true, which request was complied with and at the same time the complainant asked the Board to compel the railway company to furnish a statement showing the number of cars furnished the different grain shippers at Luther since August 12, 1899. The affidavit and request of Mr. Moyers were sent the railway company and on November 9, 1899, Mr. W. G. Collins, General manager of the C., M. & St. Paul Railway company, wrote the Board as follows:

"I enclose herewith statement of this company's agent at Luther, the same being duly sworn to, showing the number of cars furnished that station from August 12th to October 28, 1899, and also the amount of grain on hand ready to ship as reported by shippers. You will note that Mr. Moyers was given a fair division of the empty cars available, from August 15th to September 20th, and at no time from the fifteenth of August to the twenty-eighth of October had he any visible grain on hand to load, while the other shippers at that station had from 700 to 1,500 bushels of grain on hand at all times ready to load."

It is not thought necessary to furnish the detailed statement of cars furnished by the railway company, but from the same it did not apper that any unjust discrimination had been practiced against Mr. Moyers in the distribution of cars.

The letter of the company, together with the statement referred herein, were both furnished the complainant and he was asked to make such answer thereto, if any, as he might desire to file in the case. No reply was received from him and he was asked at a later date to return the papers which had been sent him, which he did on January 11, 1900, without comment.

Des Moines, Iowa, December 1, 1900.

No. 2165—1900.

CITY AND CITIZENS OF OSKALOOSA,
vs.
IOWA CENTRAL RAILWAY COMPANY. } *Petition for viaduct on Third avenue*

Petition filed Sept 15, 1899

On Sept. 15, 1899, Mr James A Rice, attorney for the petitioners, filed with the Board petition of citizens of Oskaloosa, and a copy of resolution of city council of Oskaloosa concerning the construction of a viaduct on Third avenue in the city of Oskaloosa over the tracks of the Iowa Central Railway Company. The papers filed were as follows:

To the Board of Railroad Commissioners of Iowa, and to the Honorable Mayor, of the City of Oskaloosa, Iowa, and City Council of said city:

The undersigned citizens residing on, and in the vicinity of Third avenue of the city of Oskaloosa, Iowa, respectfully petition your honorable body to order the Iowa Central Railway company to erect and

put in a viaduct under its tracks upon said avenue for the convenience and safety of those using said avenue.

(Signed)

W. H. BOWEN,
And sixty-eight others.

Be it Resolved, By the city council of Oskaloosa, Iowa, that the petition of W. H. Bowen, John A. Kalbach *et al*, relative to a viaduct on Third avenue, be referred to the Board of Railroad Commissioners of Iowa, and we recommend that said Commissioners act upon the same and report at the earliest day possible and without delay.

STATE OF IOWA, }
MAHASKA COUNTY, }

I, D. C. Waggenner, city clerk of the city of Oskaloosa. in above county and state, hereby certify that the attached petition was presented to the city council at a meeting held on the 11th day of September, 1899, and that the attached and above resolution was adopted by the city council by a unanimous vote, every member being present.

Done under my hand and seal this 13th day of September, 1899.

D. C. WAGGENNER,
City Clerk.

On receipt of the foregoing the matter was taken up with the Iowa Central Railway company, and on September 27, 1899, Hon. George W. Seevers, General Solicitor, wrote the Board stating that the request was unreasonable and that he would bring the matter up before the city council of Oskaloosa and see whether some adjustment might not be made. Subsequent to the foregoing statement of Mr. Seevers, the Commissioners were advised by him that he thought the matter was settled and that no further action on the part of the Board would be necessary. The Commissioners thereupon addressed a letter to Hon. W. H. Wray, Mayor, asking the present situation and he replied on October 8th that he would be in Des Moines Wednesday and Thursday of that week and would call on the Board. He did not do so, but again wrote the Board on October 13th saying that his time was all taken up at the meeting which he had attended. The Commissioners asked Mr. Wray again on October 23d what the present attitude of the city council was in the viaduct matter. On october 28th Mr. Wray wrote the Board saying: "Our city council and all of our citizens have lost sight of everything now and are making preparations to receive our boys. However, the council has taken no action recently or brought up the matter. When they do will notify you of the fact."

On November 15, 1899, Mr. B. W. Preston, City Solicitor, of Oskaloosa, wrote the Board stating that he had been requested by the city council to write the Railroad Commissioners to see what action, if any, had been taken by the Commissioners in the case. In reply thereto the Board wrote Mr. Preston stating just what had been done by the Board, repeating the substance of the correspondence passing between the mayor of the city and the Commissioners. Some further correspondence passed between Mr. Preston and the Board and on December 27, 1899, the Commissioners addressed the city solicitor as follows:

"The Board, after carefully considering the matter, feels that the city council should, by an ordinance, declare the necessity for the viaduct before the Commissioners pass upon the matter. You will observe by section 770 that after the city council have declared the necessity for such viaduct, then the Board of Railroad Commissioners shall also find the viaduct to be necessary and approve plans presented by the city for the same before the building of such viaduct could be enforced."

No further action has ever been taken by the city of Oskaloosa in this matter.

Des Moines, Iowa, December 1, 1900.

No. 2166—1900.

E. A. KERSCHNER, KIRKWOOD, IOWA,
vs
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.
Establishment of station.

Filed September 28, 1899.

Mr. E. A Kerschner of Kirkwood, Iowa, in his letter to the Board, stated that petitfon of the citizens of that vicinity to the number of about fifty was sent to the officials of the C , R. I. & P. Railway Company, asking that station be established between Udell and Centerville, but that the officials of the company had stated that the conditions were such that they did not feel justified in establishing such a station Mr. Kerschner stated that they needed arrangements for loading stock and grain, also passenger accommodations.

After carefully considering this matter the Board wrote the following letter to Mr. E. A. Kerschner.

"Replying to your communication with reference to the establishment of a station at Kirkwood: As the Board is advised the distance between Centerville and Udell is about eight miles by rail, and that Kirkwood is located nearly midway between these two stations. The Board is of the opinion that unless a showing could be made by the citizens of Kirkwood and locality establishing the fact that a sufficient and additional amount of freight and passenger traffic could be obtained at that point to pay all necessary expenses for the maintaining of a station at Kirkwood, the Commissioners at this time ought not to interfere From the decisions of the supreme court of this state the Board is of the opinion that the courts will not enforce orders made by the Commission for the establishment of additional stations where the distance between stations already established is not considerably greater than it is in this case. The Board is not advised of the existence of any increased freight traffic that is produced and would be offered for shipment at Kirkwood, if a station was established there, than at any other place similiarly situated. If there are any such conditions the commissioners would be pleased to have a statement thereof In fact they would be pleased to have submitted to them any facts or circumstances that would in any way give them any additional information that is not already known to the board.

"The board is ready and willing at all times to hold a hearing where any additional facts or circumstances may be offered or shown, and it is not adverse in this case to holding such a hearing if you know of any facts or circumstances that cannot be communicated by letter, that would aid the board in reaching a conclusion. But, as stated heretofore in this communication, the shippers in and around Kirkwood can reach a station either at Centerville or Udell at probably no greater distance than four to six miles "

"The board has never expressed any opinion heretofore with reference to what it might do in this matter if the question was presented to them, and the reference in your letter must be concerning the board as constituted some years ago, as no member of the present board has any recollection of ever having had this question before him."

As nothing further had been heard from the complainant, the case will be regarded closed.

Des Moines, Iowa, November 22, 1900.

No. 2167—1900.

O. D. RANKS, IRVINGTON, IOWA.

vs.

C. & N.-W. Ry. Co.

Failure to furnish cars for hay shipment.

Complaint filed October 3, 1899.

Mr. Ranks complained that he was unable to get cars for hay shipments and that in consequence his business was suffering. The Commissioners advised Mr. Ranks that complaints concerning scarcity of cars were constantly being received by the Board, and the Commissioners had endeavored to have some action taken by the companies to remedy the situation; that the railroad companies insisted however that they were doing the best they could under the circumstances, and that their apparent shortage of equipment was owing to the unusual demand for cars to move the grain. Mr. Ranks was further advised that the case would be taken up with the railroad company and this was done. On November 10, 1899, Mr. J. M. Whitman, General Manager of the railroad company, stated that they were now taking care of Mr. Ranks shipments, and made the following explanation of their apparent shortage of cars

"Our movement of freight traffic this fall has been the heaviest in the history of the company, and notwithstanding the fact that an exceedingly liberal addition has been made to our freight equipment, we have been called upon to supply more cars than it was possible for us to furnish. I believe, however, that we have been decidedly successful in keeping urgent traffic moving, and as we are now commencing to receive some 4,000 additional freight cars contracted for several months ago and which should have been delivered before this, I believe we will be able to take care of all requirements hereafter with the exercise of a little patience on the part of the shippers."

The needs of Mr. Ranks seem to have been taken care of and the case is closed.

Des Moines, Iowa, November 23, 1900.

No. 2168—1900.

JOHN A. JOHNSON ET AL, Township Trustees, Wall Lake, Iowa,

vs.

C. & N. W. RAILWAY COMPANY.

Refusal to bridge stream intersecting right of way at public crossing and diversion of natural stream.

Complaint filed Oct. 5, 1899.

The complaint in this case was as follows:

WALL LAKE, IOWA, Sept. 28, 1899.

Hon. Railway Commissioners, Des Moines, Iowa:

GENTLEMEN:—The C. & N.-W. Railway crosses the public highway between section 35 and 36-86-36, W., 5th P. M., and in crossing they changed a stream of water in such way that the stream crosses the public road, inside of the railroad right of way fence. the railway people refuse to bridge the stream, and keep up the approaches to the bridge. Hoping that you can do something in the matter we are

Respectfully,

JOHN A. JOHNSON,
JOHN SPURRELL,
MICHAEL REISING,
Township Trustees.

The matter was taken up with the railway company and on Nov. 25, 1899, Mr. J. M. Whitman, general manager, advised the Board that the matter was under investigation, Subsequent to this letter Mr. W A. Gardner succeeded Mr. Whitman as general manager of the C. & N -W Railway company and he was asked to advised the Board of the results of the investigation made by the company concerning this case On Feb. 2, in reply thereto Mr. Gardner said:

"An investigation of this matter made by my predecessor disclosed the fact that the bridge in question is not made necessary by reason of the location of the railroad, but would be equally essential whether the railroad existed or not This being the case, I do not feel that it is equitable to call upon us to undertake its maintenance. If our understanding of the matter is incorrect, we are open to conviction."

A copy of Mr. Gardner's letter was furnished the complainants who replied in substance that by reason of the diversion of the stream a much larger bridge was necessary than if the stream had been left in its natural channel. The commissioners thereupon suggested to both the railway company and the complainants that they should have a conference respecting this case, and further stated to Mr. W. A. Gardner that the board believed that if the railway company, by its diversion of the stream in question, had made a larger bridge necessary than would have been the case should the stream not have been diverted, the railway company should provide for the building of the additional portion of the bridge so made necessary; in other words, that the county ought not to be compelled to build more bridge than would have been necessary under ordinary conditions. The parties acted upon the suggestion made by the board, and on June 29th Mr. Johnson wrote the board that the case had been settled in a manner satisfactory to the township trustees.

Des Moines, Iowa, December 1, 1900.

No. 2169—1900.

JOHN S. HOWARD, SAC CITY, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Farm crossing.

Complaint filed October 9, 1899.

Complaint in this case was filed substantially as follows:

"The undersigned, John S. Howard, shows to your honorable board that the Chicago, Milwaukee & St. Paul Railway company has recently located its line of railway over his farm and homestead, to-wit: the north one-half of the southeast one-quarter of section 20, township 88 north, range 35 west of the Fifth P. M., in Sac county, Iowa. That the undersigned has elected to have a crossing for farm purposes constructed over said line of railway so that he may conveniently work and farm the land lying upon the south side of said line of said railroad in connection with that lying upon the north side thereof. That such portion of his farm as lies on the north side, from twenty-five to thirty acres, contains his home and buildings; and the thirty-five to forty acres lying on the south side would be practically worthless to him for farming purposes without a crossing. That he has elected the location for such crossing at a point convenient to him and notified said com-

pany of its position. That said company refuses to construct said crossing at said point.

"Wherefore your applicant appeals to your honorable board to require said company to construct such crossing at the point so selected."

Upon being advised of the complaint Mr. W. A. Collins, general manager of the railway company, on November 2, 1899, made answer as follows:

"Investigation discloses that Mr. Howard is furnished with a grade crossing near his house, and with an under crossing at the bridge over the deep fill across Cedar creek which is near the west line of his property, and that he has the use of the bridge on both sides for a cattle pass under the tracks, and he also has a regular highway crossing on his east line.

"I am advised that the farm crossing was constructed at the point requested by Mr. Howard.

"It would appear that he has all the reasonably necessary facilities for reaching his land on both sides of the track."

Mr. Howard was furnished a copy of the foregoing and made reply substantially as follows:

"In reply to your letter of the 15th instant will say that I find it necessary to make and enclose you a rough map of my farm, with the line of railroad of the Chicago, Milwaukee & St. Paul Railway company, with crossings, and the one further desired. At figures two and three there is a deep fill which can be used for the passage of cattle and stock, but it would be impossible to draw loads through this place; it is no more than where the bridge overlaps the river banks and the bluffs on each side are so steep that they cannot be made practical to construct a road over. On the east end of the farm there is a crossing made of which I have no complaint. But you will see that on the west end of the farm there are several acres that are entirely cut off from the farm, that cannot be farmed unless there is a crossing made so that it can be reached with teams and machinery as well as wagons. The railroad company refuse to make such a crossing for such purpose. I have requested one such crossing at the letter "A," as indicated on the map. The company refuse to make this, claiming that as the farm is I can use this piece of land for pasture, while I contend that I have the right to use it for any purpose that I see fit.

"There is no other crossing furnished. I say this as I see Mr. Collins frames his letter to make the inference that there is an under ground crossing at the deep fill at the bridge over Cedar creek. This not the fact as can be substantiated by evidence, if you will call for it."

Mr. Howard with his letter enclosed a plat which, together with a copy of his letter was sent Mr. Collins. In further answer to the complainant Mr. Collins, for the railway company, filed plats showing substantially the same state of affairs that Mr. Howard's map had disclosed. The following statement by Mr. A. H. Langdon, division engineer of the railway company, will explain the conditions shown by the plat referred to:

"Regarding the complaint of John S. Howard to the Board of Railroad Commissioners relative to farm crossing on his land, to-wit: The north one-half (N. ½) of the southeast one-fourth, (S. E.¼), Section twenty, (20), township eighty-eight, (88, north, range thirty-five, (35), west, would say that I have attached herewith a profile and map of the above described land.

Mr. Howard's house and barns lie on the north side of the track at station 650 of our line. You will note that there is a north and south road on his east line.

I have had constructed, at his request, a farm crossing near his house at station 849-50. I have also had an undercrossing constructed for the use of teams at station 865-50. His west line fence is at station 867-90, and he will have the use of the bridge on both sides of the Cedar Creek for his cattle to pass under the track."

The board called the complaintant's attention to Section 2022 of the Code of 1897, concerning farm crossings and closed the case by writing Mr. Howard as follows:

"The board has had your case before them and has given it careful attention.

"The commissioners do not deem it necessary that you should appear before them, as the plans and statements furnished by yourself and the railway company do not materially disagree. As you have already been advised, the Iowa law, section 2022 of the Code, provides for but one crossing on a farm.

"It is presumed that your grade crossing was located in a place satisfactory to you, the railway company thus complying with the statute. The under-passage for your stock is given you in addition. If you should desire the location of your grade crossing changed from where it is now to some point on the other side of the creek, if at a reasonable place, the railway company could doubtless be required to change it.

"If you elect to have a grade crossing at the point where it is now located, it is the opinion of the board that, under the laws of the state, you have already been provided with all the crossings to which you are legally entitled."

Des Moines, Iowa, Dec. 1, 1900.

No. 2170—1900.

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Application for permission to condemn land for additional depot grounds.

Application filed October 11, 1899.

In this case the following petition was filed by the applicant:

"Your petitioner, the Minneapolis & St. Louis Railroad Company, is a railroad corporation of the state of Iowa. It owns and operates a line of railroad extending from Minneapolis, Minnesota, southerly through the state of Minnesota to Albert Lea in the said state; thence southerly into the state of Iowa through Forest City, Fort Dodge and Ogden to Angus in Boone county, Iowa, from which point it has trackage rights into the city of Des Moines; a line of railroad extending westerly from the city of Minneapolis to Watertown, South Dakota; a line of railroad extending from Winthrop, Minnesota, and on the last mentioned line southerly to New Ulm in Brown county, Minnesota; and a line of railroad partially completed between New Ulm, Minnesota, and Storm Lake, Iowa, which passes through the towns of Saint James and Sherburn in Minnesota, and Estherville, Spencer, Sioux Rapids and Storm Lake in the state of Iowa. Its line of road at Storm Lake, Iowa, is connected with the line of the Illinois Central Railroad Company at said town, and its track is now laid and built from said point of connection with the Illinois Central railroad at Storm Lake northwardly and well on towards Sioux Rapids, Iowa; and is now operated in the construction of said railroad from Storm Lake north.

"On March 31, 1899, your petitioner selected and located station grounds at Storm Lake, and entered into a contract with Edgar E. Mack, Lot Thomas and S. C. Bradford as members of the Citizens Railroad Committee of Storm Lake, by which said Mack, Thomas and Bradford agreed to convey the land thus selectd to this petitioner for the sum of $22,000. Such proposition was accepted on the same day. The lands thus selected by your petitioner for station grounds are described as follows:

"Cmmencing at the southeast corner of block 29 at a point where the east line of said block intersects with the north line of the right of way of the Illinois Central railroad in Storm Lake; thence north along and identical with the east line of blocks 29, 19, 18, 1 and 62 to the north boundary line of said incorporated town of Storm Lake; thence still north in a straight line to a point 500 feet north of the boundary line of said incorporated town of Storm Lake; thence westerly at right angles 300 feet; thence south to the north boundary line of said incorporated town 500 feet; thence still south along and upon the westerly boundary line of blocks 62, 1, 18, 19 and 29 to a point of intersection with the northerly line of the right of way of the Illinois Central railway; thence southeasterly along the south line of said block 29, the same being also the north boundary line of the said Illinois Central Railway company's right of way to the place of beginning; said tract of land including all the blocks 29, 19, 18, 1 and 62 in said incorporated town of Storm Lake and the strip of land directly north of said row of blocks extending northerly from the north line of said corporation 500 feet. Subsequently your petitioner extended said station grounds still farther north 100 feet.

"After making said contract your petitioner immediately proceeded to acquire title to said property, and has acquired title to the whole thereof, except the strip of land hereinafter described and which it seeks to condemn.

"On or about May 29, 1899, the Chicago, Milwaukee & St. Paul Railway company knowing of the purpose of this petitioner to acquire said lands for station grounds, purchased from the owner thereof a portion of the land so selected by this petitioner for its station grounds. The strip of land so purchased by the Chicago, Milwaukee & St. Paul Railroad company is described as follows:

"Commencing at a point upon a line produced by the extension of the east line of said block 62 due north, sixty-six feet north of the northeast corner of said block 62; thence westerly and parallel with said north line of block 62 and distant sixty-six feet therefrom, 300 feet to a point of intersection with a line produced by the extension of the westerly line of said block 62 due north; thence northerly 100 feet; thence easterly parallel with and 166 feet distant from the north line of said block 62, 300 feet; thence south to the point of beginning, said strip of land being 100 feet wide north and south and 300 feet long east and west and extending across the station grounds of this petitioner as originally selected.

"The tract of land referred to is shown upon the plat hereto attached, being colored red thereon.

"Your petitioner has constructed upon its station grounds four tracks, all of which extend over and across the piece of ground last described, and which it desires to condemn, and it is necessary that this petitioner should acquire and have the said ground and the whole thereof for its necessary station grounds at Storm Lake, the same being required for the transaction of its business, present and prospective.

"Your petitioner has applied to the sheriff of Buena Vista county, Iowa, to select commissioners to assess the damages which the said Chicago, Milwaukee & St. Paul Railway company will sustain by the appropriation of a strip of land described as follows, viz: A strip of land 100 feet wide, being fifty feet in width on each side of the center line of the main track of the Minneapolis & and St. Louis Railroad as the same is now established, laid out and constructed across the strip of land hereinbefore described.

"Wherefore, your petitioner prays that your honorable body will give notice to the said Chicago, Milwaukee & St. Paul Railway company and examine into the matter and report by certificate to the clerk of the district court of Buena Vista county, Iowa, that the above described strip of land, to-wit: Commencing at a point upon a line produced by the extension of the east line of said block 62 due north, sixty-six feet north of the northeast corner of said block 62; hence westerly and parallel with said north line of block 62 and distant sixty-six feet therefrom, 300 feet to a point of intersection with a line produced by the extension of the westerly line of said block 62 due north; thence northerly 100 feet; thence easterly parallel with and 166 feet distant from the north line of said block 62, 300 feet; thence south to the point of beginning, said strip of land being 100 feet wide north and south, and 300 feet long east and west, and extending across the station grounds of this petitioner as originally selected, is necessary to this plaintiff for its depot grounds for the transaction of its business, present and prospective, to the end that this plaintiff may condemn the same for that purpose.

ALBERT E. CLARK and R. M. WRIGHT.

Attorneys for the Minneapolis & St. Louis Railroad Co., the petitioner.

A copy of the foregoing was sent to the respondent company, who filed its answer as follows:

"Now comes the Chicago, Milwaukee & St. Paul Railway Company, and, answering the above proceedings, says:

That the land described in the petition of the Minneapolis & St. Louis Railroad Company, and which it seeks to condemn and appropriate to its exclusive use, is now owned and held by the Chicago, Milwaukee & St Paul Railway Company, as and for a right of way for its railroad track and railroad which has been constructed at that point and which is being completed from Rockwell City to Sac City and to Storm Lake, Iowa, and which this company expects to get completed and in operation as a railroad between the three said cities during the present fall; that the road bed for the same has been graded for the entire distance and the track is now being laid thereon.

That prior to the 29th day of May, 1899, this company purchased from the owner the land, or strip of ground described in the petition, or application, of the said Minneapolis & St. Louis Railroad Company, now before this board. And, that immediately after the said 29th day of May, 1899, this company graded the road bed and laid the ties and iron and completed its railroad track over and upon the said strip of ground and now holds the said ground for a public use, to-wit: For the maintaining and operating of its railroad thereon. That, by reason of the foregoing, the said land is not subject to condemnation by the said Minneapolis & St. Louis Railroad Company for its exclusive use and cannot be taken from this defendant as it is now sought to be done.

And, further answering, the Chicago, Milwaukee & St. Paul Railway Company says that the said land is not necessary for the use of said Minneapolis & St. Louis Railroad Company and that the said company has sufficient ground and room for its depot grounds outside of the ground which it seeks to take from this defendant and from this corporation, and the taking of which ground from this company will destroy its railroad line.

Wherefore, the Chicago, Milwaukee & St. Paul Railway Company asks that this application of the said Minneapolis & St. Louis Railroad Company be dismissed.

THE CHICAGO, MILWAUKEE & ST. PAUL RY. CO.,
BY J. C. COOK,
Solicitor for Iowa

The commissioners fixed Wednesday, Nov. 22, 1899, at Storm Lake, for a hearing of this case, but on November 20th letter was received from Mr. A. E. Clark,

General Attorney for the Minneapolis & St. Louis Railroad Company, in which he stated: "An action is now pending in the district court of Hamilton county involving the right of the Chicago, Milwaukee & St. Paul Company to maintain a railroad across this strip of land and I would suggest that if it is satisfactory to the commission, and there is no objection on behalf of the other company, the hearing in our petition be adjourned, say, for thirty days, to await the determination of the proceeding pending in Hamilton county."

On same day telegram was received from Mr. W. G. Collins, general manager of the Chicago, Milwaukee & St. Paul Railway Company, in which he said: "I am advised that small pox is prevalent at Storm Lake, and, if meeting is held there Wednesday, party will be liable to quarantine. Suggest the hearing be postponed."

The commissioners, in view of these requests, postponed the hearing until the case should again be called up by the Minneapolis & St. Louis Railroad Company. As nothing further has been received from the petitioner in this case, the same is closed.

Des Moines, Iowa, December 1, 1900.

No. 2171—1900.

HENRY WACKER, LOGAN, IOWA,

vs.

FT. DODGE & OMAHA RAILWAY COMPANY. (ILLINOIS CENTRAL.)

Farm crossing.

Complaint filed October 14, 1899.

Mr. Wacker, in his case, complained that the Ft. Dodge & Omaha Railway company, in constructing its line across his farm, promised to locate his private crossing at the point designated by him, but afterward the company declined to so place the crossing, but did construct it at a point where he did not desire it. The complaint was forwarded to the railway company and in answer thereto it was claimed that at the point where Mr. Wacker desired the crossing there was located a double track, the second track being a switch or passing track, and for that reason the location was not "a convenient and reasonable" one.

The case was the subject of considerable correspondence between the board, the railway company and the complainant's attorney, Mr. L. W. Fallon, of Logan, Iowa, and finally June 28th was fixed by the board as the time for viewing the premises in question and hearing the contending parties. At the close of this inspection and hearing the board suggested that Mr. Wacker be given an undercrossing, a portion of the trestle already located upon the farm being available for the purpose. This suggestion was acquiesced in by the representatives of the railway company present and the case was dismissed without prejudice.

Des Moines, Iowa, December 1, 1900.

No. 2172—1900.

W. S. BROWN, MANSON, IOWA,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY.
Failure to furnish cars for coal shipment.

Complaint filed November 2, 1899.

Mr. W. S. Brown, of Manson, Iowa, wrote the board on November 1st stating that the coal supply for the school at that place was almost exhausted and that he had been unable to obtain cars for shipment of coal from Lehigh to Manson; he said further "The Webster County Coal & Land Company, of Lehigh, today (November 1st) notified me that they could ship me no more coal as that road at Lehigh would not let their cars come out on the Illinois Central, and the Illinois Central would not send them any empty cars to load for here, so they could not ship to me, but they would gladly load me coal if I would get the cars for them. There is a coal famine here now and of course it will get worse. If I don't get coal in a few days the sohools will have to close."

The railroad company was asked to relieve the situation if possible, and the commissioners made the suggestion that it would probably subject their cars to more delay to have the coal transferred from the cars of the initial carrier to their own, than would be occasioned if they would permit their cars to be loaded at the mines.

At the same time the commissioners wrote Mr. Brown that cars were very scarce throughout the west at this time owing to the blockades in Chicago, occasioned by the inability of the eastern roads to promptly handle the business coming from the west.

Some further correspondence was had between the railroad company, the complainant and commissioners, which finally resulted in Mr. Brown obtaining the relief sought.

Des Moines, Iowa, November 23, 1900.

No. 2173—1900.

ZERA KNAPP, AURORA, IOWA,
vs.
CHICAGO, GREAT WESTERN RAIWAY CO.
Condition of depot platform.

Complaint filed November 16, 1899.

This case was brought before the Board by petition as follows:

"We, the undersigned business men of Aurora, Iowa, respectfully ask that you intercede in our behalf, asking the Chicago Great Western Railway Company, to place a plank platform at their depot in Aurora, Iowa, for the purpose of unloading freight thereon. As it is now they only have coal cinders, and our boxes come broken, barrels of sugar with heads broken in and sack sugar often dirty and unfit for use."

In answer to the foregoing Mr. S. C. Stickney, General Manager of the Railway Company, wrote the Board substantially as follows:

"We regard wooden platforms as dangerous. Planks get decayed, and heavy baggage and freight break them, and then some passenger or employe gets hurt.

We are discarding them, as cities are discarding wooden sidewalks. During the process of change from planks to cinders, cement or brick, we have been unfortunate enough to have had some pretty poor platforms, but they are rapidly being got into shape, and we think the people of Aurora will have nothing to complain about in a few days."

The Commissioners having been informed that no work had been done upon the platform again wrote the railway company concerning the matter, and on March 12, 1900, Mr. Stickney wrote the Board as follows:

"Since the receipt of your letter of Novembeu 16th there has been no opportunity to work on the platform at Aurora on account of the weather. Since the receipt of your letter of January 16th we have provided Aurora with two high baggage truck wagons on which all baggage, express and freight is supposed to be handled.

"If you will furnish the necessary particulars with regard to damage recently I will have proper remedy applied. Our aim in abolishing wooden platforms is wholly in the interest of safety.

"I would recommend to your attention the platform at Battle Creek, Mich., on the Michigan Central road, where not a stick of timber is used; also to the new platforms in the Des Moines Union depot, and at our depot at Dubuque.

"In view of what can be done with cinders, gravel, cement and brick, I hope it will not be necessary for us to return to the antiquated wooden bridge, plank platorms and board sidewalks in order to gain the good will of our patrons."

The Commissioners wrote the complainant with reference to this matter, and advised them that unless they were heard from to the contrary, the case would be regarded as closed. Nothing having been heard from them the same is regarded as satisfactorily adjusted.

Des Moines, Iowa, December 1, 1900.

No. 2174—1900.

JOHN GARNATZ, AUBURN, IOWA,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY.
} *Under grade farm crossing.*

Complaint filed November 22, 1899.

Under date of November 21st, Mr. John Garnatz wrote the board from Auburn substantially as follows:

"On or about April 1, 1899, I sold to the Ft. Dodge & Omaha Railway company right-of-way across northwest quarter section 9, township 86, range 35, Sac county, Iowa, for a consideration of seven hundred dollars ($700.00) and one over crossing and one under crossing for cattle. The former they have provided for, although not completed, and the latter they have made no move to furnish me which is a great inconvenience, besides heavy damage to my farm, as it nearly ruins my pasture. Please find enclosed a rough draft of premises, and would ask that you have contract carried out as made between me and the railway company. Repeated requests from me have not been heeded in the least, and it would appear that my only redress is to appeal to you, and trust you can give the matter your early attention, as, to a great extent, the value of my farm depends on this causeway, and also, it was a part of the consideration for the right of way, for which I can furnish ample proof."

Replying to the foregoing the Board advised Mr. Garnatz that the Commissioners had no power under the law to enforce the terms of private contracts, the courts having jurisdiction thereof, but the matter would be taken up with the railroad company, and the Board would see what could be done in the way of an amicable adjustment. The railroad company, by its second vice-president, promised to investigate the complaint, and the complainant wrote other letters to the Board, stating that he was still laboring under a great disadvantage. On January 25, 1900. Mr. J. T. Harahan, second vice-president of the Illinois Central Railroad Co. wrote the Commission as follows:

"I have looked into this matter and find that an under crossing was not promised to Mr. Garnatz by this company. There is no place where it would be practicable to put in an under crossing, giving head room of sufficient height to warrant the construction of an under crossing. It was intended to put in a 5x5 box culvert at a point opposite the property of Mr. Garnatz, but it was found that a five-foot culvert could not be put in, and the height was reduced to four feet. This culvert is large enough for small stock, but not for large stock.

"As before stated, Mr. Garnatz has a grade crossing, and it seems to me that is all he really needs."

A copy of the foregoing was sent Mr. Garnatz, and on February 14, 1900, Mr. G. M. Parker, of Auburn, Iowa, wrote the Board at some length for Mr. Garnatz, reiterating the statements made by the complainant, and stating further that he was prepared to substantiate the same by competent witnesses. The Commissioners sent a copy of Mr. Parker's letter to the company, with the statement that the Commissioners hoped the railroad company would in some way adjust this complaint. The railroad company, however, under date of February 20th, declined to do anything further for the complainant, stating that he had already been provided with a grade crossing which should be satisfactory.

The Commissioners wrote Mr. Parker as follows, which may be considered as closing the case:

"The Commissioners recognize the convenience and ofttimes the seeming necessity of under-grade farm crossings, in order that farm or pasture lands may be used to the best advantage, and in their report for 1899 called the attention of the General Assembly, now in session, to the needed legislation upon this subject. There is a bill now pending in the House, providing for the construction of under-grade farm crossings. (This bill later failed to pass)

"If Mr. Garnatz can prove a contract with the railway company for an under-grade farm crossing, then his remedy would be a suit in court to enforce the terms of such contract. This Board, under the law, has no authority to compel the observance of private contracts or understandings between railway companies and other persons, that being the duty of the courts alone."

Des Moines, Iowa, December 1, 1900.

No. 2175—1900.

W. J. R. BECK, FT. MADISON, IOWA,

vs.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY CO.

Train Connections.

Complaint filed November 23, 1899.

Mr. Beck stated that the C. B. & Q. Railway had a train No. 13, on the Mt. Pleasant branch that failed by five minutes to connect with their No. 33 to Ft Madison; that Ft. Madison is one of the county seats of Lee county, and by the time card as arranged, the citizens of that county are compelled to either drive to Ft Madison, or to use three days and two nights to visit the county seat, etc.

The complaint was duly taken up with the railway company, and on December 6, 1899, Mr. Howard Elliott, General Manager made answer as follows:

"Your letter of November 23d, enclosing a copy of a letter from W. J. R. Beck, of Fort Madison, Iowa, dated November 22d, was duly received.

"Train No. 13 leaves Keokuk at 4:45 P. M., and is a mixed train run for the purpose of accommodating the Keokuk merchants and residents of towns between Keokuk and Moulton, Iowa, who desire to come into Keokuk to shop and buy merchandise, and also for intermediate travel between towns between Keokuk and Moulton.

"Train No. 2, on the C., B. & K. C. Railway, is run from Carrollton, Missouri, clear through to Burlington, and complaints are pretty constant that it arrives at Burlington and Fort Madison too late.

"It is true that the time card shows that train No. 13 arrives at Donnellson at 6 o'clock and that train No. 2 leaves Donnellson at 5:55, and therefore it would seem easy to make this connection. Train No. 13, however, being a mixed train, is very unreliable and we do not claim to have it on time all the time, so that if we should show the connection at Donnellson, train No, 2 would often be delayed, and, as there is no telegraph station between Mount Clara and Donnellson, no advice could be sent as to whether or not there were any passengers, so that a large number of passengers on No. 2 would be discommoded, and I think the railroad would be subjected to just criticism for this method of running trains.

"We are now considering making No. 2 pass Donnellson even earlier than at present because of the request of many of the traveling public, and we cannot very well have No. 13 leave Keokuk any earlier because merchants cannot get their freight ready for loading any earlier than at present.

"We have daily train service on the Keokuk-Mt. Pleasant branch, so that passengers can leave Mt. Clara every day at 6:34 P. M., connect at Keokuk with our No. 5 and arrive at Fort Madison at 8:25.

"In regard to service given to live stock:

"For the year ending June 30, 1899, there were thirteen car loads of stock moving from stations between Keokuk and Donnellson, and for the year ending June 30, 1898, there were five cars.

"This stock can be loaded daily, except Sunday, at 8:07 A. M. and reach Chicago for the next day's market.

"Our company desires to do everything it can to accommodate Mr. Beck and the other citizens of the towns and counties through which our roads run, but we believe the present service is fairly adjusted to the wants of the majority of the

people and that the change suggested by Mr. Beck while it would occasionally enable him to reach Fort Madison a little earlier than under the present plan, would subject a good many people to delay and inconvenience.

"I trust this explanation will give the board a clear understanding of the situation."

There was some further correspondence between the board and the railway company concerning this matter, and on February 16, 1900, Mr. Elliott stated that he had made arrangements to make connections with the trains mentioned by Mr. Beck whenever it was possible to do so.

On February 19, 1900, Mr. Beck thanked the commissioners for the results in this case.

Des Moines, Iowa, November 24, 1900.

No. 2176—1900.

BOARD OF SUPERVISORS, CALHOUN COUNTY, BY W. E. GRAY, COUNTY ATTORNEY, ROCKWELL CITY, IOWA,

vs.

GOWRIE & NORTHWESTERN RAILWAY COMPANY.

Improper construction of highway crossing.

Complaint filed November 27, 1899.

On November 27, 1899, Mr. W. E. Gray, county attorney of Calhoun county, Iowa, appeared before the Board of Railway Commissioners and made complaint substantially as follows:

"That the Gowrie & Northwestern Railroad company, by its construction is obstructing the public highway between sections 27 and 28, in Greenfield township, Calhoun county, by building their grade across said highway, and said company refuses to construct either an over grade crossing or under grade crossing; that the railroad company intend to change the said highway so as to compel teams to go around the abutments of grade; that the construction as at present contemplated will obstruct the natural water course of Cedar creek, which runs along the side of said highway; that the water from said creek will overflow and wash away the highway as proposed to be left by said railroad company, the supervisors ask that the commission take immediate action."

Immediately upon the filing of this complaint a telegram was sent to Mr. Marvin H. Dey, in charge of the construction of this line and he was asked to suspend work until the commissioners could investigate the complaint. On same date Mr. Dey replied stating that the commissioners' wishes would be respected.

On November 28th the commissioners received the following letter from Mr. Dey:

DEAR SIR:—Your communication of the 28th inst. with enclosed complaint of the supervisors of Calhoun county just received. In reply will state that upon the receipt of your telegram I ordered the work stopped at the point in question and will not resume until the matter is adjusted.

I have written Mr. Gray asking to meet him or the supervisors next week. The meeting with Mr. Kent, referred to in my last letter, occurred a month or six weeks ago. This agitation has undoubtedly come up since that time.

I think, judging from the reading of the petition, that a grade crossing would be satisfactory If so we will lower our grade line as much as is practicable and put in such crossing.

Upon receipt or the foregoing, Mr. Dey was advised that if he had had an understanding with the supervisors the commissioners would not interfere therein, and the construction might proceed so far as the board was concerned. Mr. W. E. Gray was informed to that effect. Replying thereto, County Attorney Gray stated that the county authorities preferred an under crossing, but did not want the highway obstructed, and, furthermore, that there were five members of the Board of Supervisors, and one or two members thereof had no right to bind the entire board to any agreement.

The commissioners suggested to both Mr. Dey and Mr. Gray, that it would be proper for the parties to the case to have a conference and see whether an amicable adjustment might not be reached, as there seemed to be no great difference between the contending parties.

As the commissioners understand it, the conference was held, but without satisfaction to the county authorities, and the matter was again taken up with Mr. Dey. On March 15, 1900, Mr. Carroll Wright, attorney for the railway company, wrote the board as follows:

"Your communication to Mr. Marvin H. Dey, engineer of the Gowrie & Northwestern Railway Company, together with a copy of the complaint signed by S. L. Kent, supervisor, and W. E. Gray, county attorney, has been handed me.

"In response thereto, I have to say that I am advised by Mr. Dey that he has faithfully and completely carried out the arrangement between himself, as a representative of the Gowrie & Northwestern Railway Company, and the Board of Supervisors, regarding the crossing referred to in said complaint. The under-crossing is provided for precisely as was agreed to. After this agreement was made, the company went to the expense of possibly two or three hundred dollars in the way of piling for the purpose of constructing an under-crossing.

"We have now to say that if the county authorites are not satisfied with this under-crossing, we will give them a grade crossing. The situation is such that we cannot change the grade at that point nor furnish an under-crossing of any other character than that provided for at present. We join in the request that you view the location of this crossing."

After some further correspondence had passed between the board and the parties in this controversy, the commissioners, on June 29th visited the scene of the crossing in question, and found the facts substantially as follows: That the Gowrie & Northwestern Railway Company in constructing its line of railroad from Gowrie northwest crossed the highway in question at an elevation of probably 12 feet above the surrounding country; that the railway was so constructed, that the highway might be taken under the track instead of crossing at grade; in order to facilitate this and save unnecessary expense, the opening for the teams had been placed in the same connection with the opening for the creek, and this had had the effect of making a jog in the highway; that the railway company stated that if this was not satisfactory that they would make a good crossing at grade. The commissioners found that the bridge at opening for the highway, was 16 feet wide in the clear, and 11 feet high in the clear.

This board believes that where under grade, or overhead highway crossings can be located without unreasonable expense, it is best both for the railway company and the public that crossings be so constructed; and while in all cases they might not approve of an opening in such a crossing only 11 feet high in the clear, yet in this case, it would seem to the board, this was the best that could be done. The commissioners recommended that the railway company put a car load of gravel on the

highway, under the overhead bridge, and that the railway company construct a 20-foot bridge over the creek on the public highway just south of the railway crossing.

The commissioners understand that their suggestions have been carried into effect.

Des Moines, Iowa, November 22, 1900.

No. 2177—1900.

J. T. SPRINGER, MAYOR OF NORWAY, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Lighting depot platform.

Complaint filed December 4, 1899.

Mr. J. T. Springer, mayor of Norway, Iowa, complained that the depot at that point was not sufficiently lighted; that it was all right until about thirty days ago, when one of the lamps was broken and had not been replaced.

The attention of the railway company was called to the matter, and they advised the board that they had investigated the case and had fixed it up in a manner that was entirely satisfactory to Mr. Springer. This was communicated to Mr. Springer, and as nothing has been heard from him in regard to the same, the case is closed.

Des Moines, Iowa, November 24, 1900.

No. 2178—1900.

M. S. PAIGE, BELMOND, IOWA,
vs.
MASON CITY & FT. DODGE RAILWAY COMPANY.
Flagman at street crossing.

Complaint filed December 7, 1899.

The complainant in this case stated that the mayor, Mr. M. S. Paige, had been instructed by the town council at Belmond to request the commissioners to compel the Mason City & Ft. Dodge Railway company to maintain a flagman at the main street crossing, which was very dangerous.

The complaint was at once taken up by the commission with the railway company, and Mr. O. B. Grant, its general manager, wrote the board, stating that he would call on the mayor and try and adjust the matter in a satisfactory manner. Later, Mr. Grant wrote the board that he had interviewed the mayor and council and believed that everything was now satisfactory. On March 21, 1900, Mr. E. E. Hubbard, town clerk of Belmond, wrote the commission as follows:

"Satisfactory arrangements have been made with the Mason City & Ft. Dodge Railway company in regard to the crossing. Thanking you for giving the matter attention, I remain," etc.

Des Moines, Iowa, December 1, 1900.

No. 2179—1900.

A. C. BURKHALTER, ROCKWELL CITY, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Farm crossing.

Complaint filed December 14, 1899.

Mr. Burkhalter stated that he was the owner of the west ½ of the southwest ¼, section 25, township 88, range 33, in the town limits of Rockwell City; that the Chicago, Milwaukee & St. Paul railway runs through his place and he had requested the railway company to put in cattle-guards at his crossing, which they had neglected to do. Mr. Burkhalter stated that he had a number of young horses that had to be driven across two or three times a day and that he would like to have the crossing put in proper condition at once. On January 9th the general manager of the railway company, Mr. W. G. Collins, advised the Commissioners that the cattle-guards had been placed for Mr. Burkhalter. Mr. Burkhalter was asked to write the board in case he had any further cause for complaint. Nothing further having been heard from him the case is closed.

Des Moines, Iowa, November 24, 1900.

No. 2180—1900.

E. B. PIEKENBROCK & SONS, DUBUQUE, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Responsibility for loss of baggage when stolen from depot.

Inquiry filed December 16, 1899.

This was an inquiry directed to the Board by Messrs. E. B. Piekenbrock & Son, as per the following:

"Some weeks ago as our salesman's trunks (checked) were in the depot at Yale, Iowa, burglars broke into the depot and damaged the trunks to the extent of $3.60. We filed our claims with the Chicago, Milwaukee & St. Paul Railway and they positively refused to entertain it. Attached please find a letter of their general baggage agent. Will you be kind enough to advise us if his arguments and interpretation of the law are correct? It would seem to us that, if we pay excess baggage and storage on trunks when they are in the depot over time, that there should be some protection for us. Supposing a salesman reaches a town during the night or even late in the evening, is it not unreasonable to expect him to take away his baggage in thirty minutes. In many instances, even if he wanted to do it, it would be utterly impossible. Mr. Carrick's interpretation seems to us to be entirely too one-sided and arbitrary. We do not wish to appear as fighting for a trivial allowance of $3.60. It is the principle that is involved."

Replying to the foregoing the Commissioners, on January 30, 1900, stated:

"Replying more fully to your favor under date of December 15, 1899. The question you submit therein is one that must be determined and decided by the circumstances attending each case. There is nothing in either the letter of your

agent or your letter to us indicating under what circumstances or conditions, or what hour of the evening or night the baggage reached its destination—that is, the depot at Yale, Iowa.

"While we cannot concur in the construction of liability as stated by the general baggage agent, Mr. W. D. Carrick, yet, as a general rule, during transit and for a reasonable time after the arrival of the baggage at its destination the liability of the railway company is that of a common carrier, but at the expiration of a reasonable time after the baggage reaches its destination the liability of a common carrier ceases. It does not follow, however, that from that time there is no liability whatever. If the owner does not call for it within a reasonable time after it reaches the destination, a duty rests upon the carrier to store it and care for it a reasonable time until called for. The rule is, that after the baggage has been held a reasonable time after its arrival and the owner does not call for it, the liability as a common carrier ceases and the liability of a warehouseman for hire begins. The measure of duty resting upon the carrier as warehouseman is that of a reasonable care, and in such cases it is only liable for loss or injury to the baggage which results from its actual negligence. In providing a place for storing the baggage the carrier is bound to exercise such a degree of care as would be used by a reasonably prudent man under the circumstances; it is not bound to provide a place either fire or burglar proof. The test for determining the liability is whether or not there was negligence.

"What is a reasonable time in which to call for and remove baggage has been held where the facts are undisputed to be one of law, but where the facts are disputed it is a mixed question of law and fact.

"The court has held that it is the railway company's duty when the passenger's baggage reaches its destination to have it ready for delivery upon the platform at the usual place of delivery until the owner in the exercise of due diligence can receive it, and the liability does not cease until a reasonable time has been allowed the owner to do so.

"It is the opinion of the Board under the rule laid down by the courts that under ordinary conditions a railway company would not be obliged to care for merchandise or baggage, as a common carrier, for the space of one night, or for any considerable length of time, unless there were peculiar conditions or circumstances attending or controlling."

Des Moines, Iowa, November 30, 1900.

No. 2181—1900.

J. A. HAMILTON & CO., ALGONA, IOWA,
vs.
IOWA CENTRAL, CHICAGO & NORTH-WESTERN AND CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANIES.
Application for a Y.

Complaint filed December 20, 1899.

This was an application by the above named firm for a Y connecting the tracks of the three railway companies named above at Algona, Iowa.

In answer to the application the railway companies all protested against constructing the Y as requested. Mr. W. A. Gardner, general manager of the Chicago & North-Western Railway company, advised the commission that:

"We have investigated this matter of Y at Algona and we think have made such arrangements with Mr. Hamilton that he will forego the request. To comply with this idea would necessitate a large expenditure without any corresponding return in facility or business."

On January 30, 1900, the commissioners wrote the complainants, sending them copy of all letters received by the board, including the one from Mr. Gardner just referred to. Not having heard from them, the commissioners again wrote the complainants on March 2d, saying:

"Unless you are heard from in a reasonable time it will be regarded that you do not desire to carry this case further, and the same will be closed."

The Board received no reply from Messrs. Hamilton & Co., and the case was therefore closed.

Des Moines, Iowa, December 1, 1900.

No. 2182—1900.

J. L. WERTS, RUSSELL, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Street crossing.

Complaint filed December 21, 1899.

The town authorities of Russell, Iowa, complained to the board that the Chicago, Burlington & Quincy Railroad company had failed to build a sidewalk crossing across its line of road in that town, after repeated requests to do so; that the point where the sidewalk was desired is an important one, being used by ten different families in going to school.

In answer to this complaint, Mr. C. M. Levey, superintendent of the railway company, stated that the matter had been investigated at different times by the division superintendent, who had informed him there were but six or eight houses on the north side of the track in this locality. That the people could use the walk if put in, but the town authorities had no sidewalk except for one block to connect with it, so that the people would have to walk on bare ground to reach the railroad company's sidewalk. Mr. Levey stated, however, that the company would put in the sidewalk as requested.

Mr. Werts was asked to advise the board if the sidewalk was not constructed as stated in the above, and nothing further having been heard from him the case is closed.

Des Moines, Iowa, November 24, 1900.

No. 2183—1900.

C. G. LEE, AMES, IOWA,

vs.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

Farm crossing.

Complaint filed December 22, 1899.

Complainant in above entitled case wrote the board the following letter, dated Ames, Iowa, December 20th:

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—With this I enclose you a plat of a portions of sections 32 and 33 in township 84 north range 24, west of the fifth P. M. of Iowa, the same being in Franklin township, Story county, and desire to explain that I own lots marked 4 and 5 and 20 acres adjoining the same to the northeast as indicated by the plat, a total of fifty-nine acres and a fraction. The Chicago & North-Western Railway Company bounds lots 4 and 5 on the south, and lot 7, which is owned by the Vest estate, is between the North-Western railway and the highway on the south of sections 32 and 33. There is no highway adjoining the premises hereinbefore described as belonging to me, and no way of reaching the public highway except over the Chicago & North-Western railway, and across lot 7: the dwelling belonging to my premises is on lot 5, in the southwest corner near the railroad, and is very ancient, probably having been there thirty years, and the owners of this property have, in the past, crossed the railway track and lot 7 by means of the right-of-way indicated on the plat, which right-of-way has, from time to time, been leased from the owners of lot 7. The crossing of the track has been a private one, without cattle-guards, and with large heavy gates. I have recently purchased the right-of-way heretofore used across lot 7, with the option to shift it most anywhere along lot 7 that would be satisfactory to the railroad company, and have arranged to have said right-of-way fenced from the public highway to the company's right-of-way, and have asked the company to give me an open crossing, with cattle-guards, across their right-of-way at the point of the present crossing, or at any other convenient place along lot 7, said crossing to be used for the purpose of going to and from said premises, and in no other manner than public highway might be used. The gates make it very difficult for women and children to pass from the public highway to the premises, or the reverse, or for even a matured man to get along with a team that is not absolutely trusty, and an open crossing at this place used only for legitimate travel would certainly not increase the danger to the company, and would lessen it to those using the crossing.

I believe I am entitled to an open crossing under the provisions of section 2022, and the decisions thereunder, as well as under the provisions of section 2028.

I have made a request to the officials of the company for an open crossing, and while they have made no serious objection, they have neglected and refused to make any statement as to what they would do, but have said, let the matter rest a little while, we will see about it later, etc. I do not desire to be rash about this matter, but am very anxious to have it settled, and so refer it to you. Awaiting your pleasure, I am

Yours very respectfully,

C. G. LEE

The case was taken up with the railway company, and the Commissioners were advised in April that the matter was in a fair way for settlement. On November 13th Mr. Lee advised the Board that the railway company had entered into an agreement with him to construct an over-head crossing, stating also that unless the railway company fulfilled their part of the agreement, he would ask that the case be reopened.

Des Moines, Iowa, November 23, 1900.

No. 2184-1900.

In the matter of keeping passage way clear for passengers over the tracks of the Chicago Great Western Railway company, at Sumner, Iowa.

On December 22, 1899, the commissioners addressed the following letter to Mr. S. C. Stickney, general manager Chicago Great Western Railway company.

"The board desire to call your attention to the condition of your tracks and station at Sumner, Iowa. Passengers taking passage on your south bound train are obliged to travel a considerable distance from the station platform; and in so doing are required to pass over one or more tracks of your railway. It is observed that your agent at Sumner neglects to clear a proper passage way for such passengers when there is any considerable snow, and there is not sufficient light to enable such passengers, except with difficulty, to find their way to the respective coaches of this train.

"It is the opinion of this board that such passage way ought to be kept clear, and a proper and suitable light stationed along these tracks, so that all passengers might be enabled without difficulty and danger to see their way clearly to this train.

"These conditions are true respecting the north-bound train, except that so many tracks are not encountered.

"There is another matter that has been called to the attention of the board on several occasions, concerning the freight train carrying passengers leaving Sumner on the branch in the evening for the west. As a rule, this train is late out of Sumner, and passengers are unable to ascertain from the agent any reliable or definite information concerning the departure of the train. You will note that this leaves at a time when passengers are desirous of getting a lunch or meal if such train is late any considerable time.

"It seems to the board that if the business of the station is well in hand and properly directed, the agents and his employes might reasonably ascertain with some degree of certainty about the departure of these trains, and no good reason for such failure on the part of your company is known to the board. The attention of the agent at Sumner has been called to this fact, and we believe he is making an honest endeavor to give such information, but unless he is more successful in the future than he has been in the past, the board will be obliged to give this matter more decisive consideration. This train carries a large number of passengers, and the passenger traffic thereon should not be neglected or ignored.

"The board trusts that you will take these matters up and give them proper attention, and will be pleased to hear from you respecting the same."

On January 20, 1900, Mr. Stickney wrote the board, stating that the passage way at Sumner would be left clear, lights would be put up, and information would be furnished passengers as to main line trains, and that if any further cause for complaint arose, he would be glad to hear of it.

Des Moines, Iowa, November 24, 1900.

No. 2185–1900.

GEORGE THURMAN, ANITA, IOWA.

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Goods lost in transit.

Complaint filed December 29, 1899.

This was a complaint that a windmill vane had been lost by the railroad company about August 15, 1899. That upon the advice of the company's agent, he had put in a claim of $8.25, but he was unable to get the claim adjusted. The matter was brought to the attention of the railway company, and on January 16, 1900, Mr. Thurman wrote the board that the claim had been settled.

Des Moines, Iowa, November 24, 1900.

No. 2186–1900.

J. H. WALSH, DICKENS, IOWA
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Farm crossing.

Complaint filed January 2, 1900.

On date named Mr. Walsh wrote the board asking what his rights were concerning farm crossings. The board called Mr. Walsh's attention to section 2022 of the Code of 1897, and decisions of the supreme court interpreting same. Mr. Walsh wrote the board again January 17th, stating that the crossing already provided by the railway company was located in the right place if it were not for the impassable creek or bayou; that a bridge across it would give access to pasture, and that without such bridge or another crossing, he is practically shut off from pasture as shown by diagram which he enclosed.

The complaint was taken up with the railroad company, and on January 20th the Commissioners were assured that the complaint would receive prompt investigation. On February 5th Mr. H. R. Willliams, general manager, wrote the Commissioners that after careful investigation the company had decided to put in the bridge desired by Mr. Walsh. Mr. Goodnow, general superintendent, wrote the board to the same effect on February 6, 1900.

Mr. Walsh thanked the board for the results of their action.

Des Moines, Iowa, November 23, 1900.

No 2187—1900.

D. R. GRAYBILL, MASSENA, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Discrimination in furnishing cars.

Complaint filed January 3, 1900.

Mr. D. R. Graybill, of Massena, Iowa, wrote the board under date of January 1st, enquiring whether elevators have any more right to be furnished cars than parties without elevators. He stated that he had been told that he could not get cars unless the elevators did not want them.

Mr. Graybill was advised that the board had usually held that during scarcity of cars, parties loading on track should receive their proportion of cars, provided they loaded substantially as promptly as did the elevators. But the complaint was laid before the officials of the railway company. In reply to the complaint Supt. C. M. Levey, stated:

"I do not believe there is any good basis for Mr. Graybill's complaint. We have not been short of cars for any extended period. A man may not be able to get a car just the day he wants it, but he is pretty sure to get it within two or three days. It is well known that men loading cars of grain with teams delay cars much longer than when cars are loaded from elevators. I attach list showing shipments of grain from Massena, December 20th to January 13th, inclusive, which shows

plainly that men loading from wagons received a fair proportion of cars compared with the men owning the elevators. Mr. Graybile's first shipment was made on December 22d. If he has any trouble about getting cars in future and will write me I will be glad to investigate the case promptly, and see that he has a fair show in the distribution of cars."

On January 19, 1900, Mr. Graybile was furnished a copy of the foregoing and was requested to advise the commissioners if he had any further trouble. Nothing further having been heard the case is closed.

Des Moines, Iowa, November 23, 1900.

No. 2188—1900.

G. B. WEBB, RHODES, IOWA.
vs.
ADAMS EXPRESS COMPANY AND UNITED STATE EXPRESS COMPANY.
Overcharge.

Complaint filed January 5, 1900.

Mr. G. B. Webb, of Rhodes, Iowa, stated to the board that a package addressed to him from Bever City, Nebraska, had been taken by the Adams Express Company across Iowa into the state of Illinois and then delivered to the United States Express Company instead of delivering it to them at Omaha, making the total cost to him $5.00, which he considered excessive.

While the shipment was interstate in its character and not properly one for the board to take up, yet the Commissioners called the attention of Mr. W. H. Quick, General Superintendent of the United States Express Company, to the complaint and, on February 2d, Mr. Quick wrote the board stating that the Adams Express Company had made an overcharge of $1.75 which had already been refunded.

Des Moines, Iowa, November 28, 1900.

No 2189—1900.

JOHN W. LEVERTON, ABBOTT, IOWA,
vs.
IOWA CENTRAL RAILWAY COMPANY,
Failure to furnish cars and termination of lease for elevator site.

Complaint filed January 13, 1900.

The complainant in this case stated that the railway company was discriminating against him in furnishing the cars, and later complained that the railway company had given him notice to remove his elevator from the depot grounds. The commissioners investigated the complaint and found that no discrimination had been practiced against Mr. Leverton in furnishing cars.

In the matter of the termination of the lease, Mr. Leverton wrote the Board that the company had obtained an order from the court compelling him to vacate and asked what his rights were in the matter. To this feature of his complaint the Board, on January 18th, wrote him as follows:

"Replying to your favor of the 17th, beg to say that whether or not the railway company would have the right to terminate your lease to portion of depot

grounds, would probably be determined by the conditions in your contract or lease. The courts have held that the railway companies have the right to choose the parties who shall have the allotments of depot grounds for elevators, warehouses, etc., but of course the interests of the public must be subserved.

"If the court has sustained the application of the railway company for the termination of your lease, and the removal of your building, it would be a serious question whether this Board would have any legal right to interfere in the matter.

"The Commissioners regret that you have had so much difficulty with the railway company, and have tried the best they knew how to afford you relief."

As it seemed there was nothing more for the Commissioners to do in the matter, the case was closed.

Des Moines, Iowa, November 18, 1900.

No. 2190—1900.

F. M. CAMPBELL, RANDOLPH, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Damage on account of delay.

Complaint filed January 15, 1900.

This was a complaint that two cars of corn, shipped on June 13th, at Anderson, Iowa, were not delivered at Burlington, their destination, until June 27, 1899; the corn was in good condition when shipped, but during the delay was damaged by heat and otherwise.

Mr. Campbell was advised by the Board that the case would be taken up with the railway company, although the Commissioners had no authority to render an award for damages on account of delay.

Accordingly the claim was sent to the company, but before answer was had from them, Mr. Campbell withdrew his complaint.

Des Moines, Iowa, November 23, 1900.

No. 2191—1900.

G. H. STOUFFER, MARSHALLTOWN, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.
Farm crossing.

Complaint filed January 16, 1900.

Mr. Henry Stone, of Marshalltown, Iowa, filed complaint with the board for Mr. G. H. Stouffer, substantially as follows:

Some years ago the Chicago Great Western Railroad company built a crossing for G. H. Stouffer so that he could pass from one part of his farm to the other over which said road was built; that this crossing was built at the time of the building of the road. About three years ago, they took it away or destroyed it so that it can no longer be used; that this is a great detriment to Mr. Stouffer; that he has requested the company to replace the crossing but they had not done so; that some time ago at his request, he (Mr. Stone) wrote to the company about it but they had also ignored him; that this

is a matter which should receive immediate attention; that the land across which the road runs is described as follows: The east half of the southeast quarter of section 32, in township 83, range 19, Marshall county, Iowa.

Mr. Stone asked that the board take some action to have the crossing put in.

The commissioners took the matter up with the railway company and on February 3d, Mr. H. Fernstrom, chief engineer of the railway company, advised the board that instructions had been issued to place the crossing in proper condition. The board so advised the attorney for Mr. Stouffer and he was requested to write the commission if these instructions were not complied with. Nothing further having been heard from the complainant or his attorney, the case was closed.

Des Moines, Iowa, November 30, 1900.

No. 2192-1900.

CHICAGO & NORTHWESTERN RAILWAY COMPANY
vs.
JOSEPH FIELDING BROS., *et al.*
} *Petition for authority to condemn additional land for right of way, in Greene and Carroll counties.*

Petition filed January 18, 1900.

Six applications by the Chicago & Northwestern Railway company, for permission to condemn the lands therein described in Greene and Carroll counties, were filed with the Board and date fixed for hearing of same. However, before any official action had been taken by the Board the company advised that they had settled these six cases and the same was closed.

Des Moines, Iowa, December 1, 1900.

No. 2193-1900.

Gowrie & Northwestern Railway company in matter of application for permission to condemn additional depot grounds at Laurens, Iowa.

Application filed January 20, 1900.

This was an application by the above named railway for permission to condemn additional depot grounds. Before the case was heard, however, the commissioners were advised that an amicable adjustment had been arrived at between the railway company and the property owners, and the case was closed.

Des Moines, Iowa, November 23, 1900.

No. 2194-1900.

A. E. STOW, CASTANA, IOWA,
vs.
CHICAGO & NORTH-WESTERN RAILWAY COMPANY.
} *Overcharge.*

Complaint filed January 20, 1900.

The complainant in this case stated that he had shipped an old wagon from Hamburg to Castana and got a shipping bill from the Kansas City, St. Joseph &

Council Bluffs Railway company, weight 270 pounds. When the wagon reached Castana the Chicago & North-Western Railway company charged him for 1,500 pounds, the charges being $8.96. The complainant stated that he refused to pay this amount but did offer to pay $1.50. He stated further that he only paid $6.00 for the wagon in the first place; that he was a poor man and could not afford to lose it.

The Commissioners took the matter up with the railway company and in February the matter was settled, as the Commissioners understand it, to the entire satisfaction of the complainant.

Des Moines, Iowa, December 1, 1900.

No. 2195—1900.

EZRA MILLER AND OTHERS, MT. PISGAH, IOWA,

vs.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

Excessive rates.

Complaint filed January 22, 1900.

The following is the complaint filed in this case:

To the Honorable Railroad Commissioners of the State of Iowa:

Inasmuch as the present freight rates from Pisgah station, on the Mondamin & Wall Lake branch of the Chicago & North-Western railway, are about 75 to 80 per cent. more to Council Bluffs, Omaha and South Omaha, than from River Sioux, the nearest competing point to this place, we, the undersigned, respectfully petition you to investigate and adjust the matter.

EZRA MILLER,
M. S. VAN EATON,
P. L. JOHNSTON.

Dated Mount Pisgah, Iowa, January 25, 1900.

The Commissioners investigated the matters complained of and wrote the complainants as follows:

"Replying further to your communication of January 20th, beg to say that upon investigation it is found that rates from Pisgah station to Council Bluffs and Omaha, are less than from River Sioux to the same point.

"The station of River Sioux is on the Sioux City & Pacific railroad, a separate corporation from the Chicago & North-Western Railroad company, and, as you will see by the enclosed tariff, Iowa distance rates do not apply from River Sioux to Council Bluffs.

"Your rates are figured on the Iowa distance tariff from Mt. Pisgah to Council Bluffs by the way of Wall Lake and Denison and Missouri Valley, all by the North-Western proper.

"I also enclose you copy of statement filed by the railway company showing rates between Omaha South Omaha and Council Bluffs and Mt. Pisgah and River Sioux."

Des Moines, Iowa, November 30, 1900.

No. 2196 -1900.

LEE CANFIELD, BENSON, IOWA,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY.

Failure to sell excursion tickets as advertised.

Complaint field January 24, 1900.

Mr. Canfield complained in this case that the company advertised in the papers that they would sell tickets during the holidays, including January 1st, at one and one-third fare for the round trip; that he attempted to buy two tickets for New Hartford, but the agent declined to sell him any at the reduced rate, claiming that he had no authority for so doing; that New Hartford is five miles west of Benson.

The complaint was taken up with the railroad company, and on January 23d Mr. J. F. Merry, assistant general passenger agent of the Illinois Central Railroad company, advised the board that it was an error on the part of the agent in charge at the time, who was not the regular agent at Benson, and that he regretted the occurrence very much. Mr. Merry also stated that the overcharge had been refunded to Mr. Canfield. Mr. Canfield was advised of the manner in which this error occurred, and was asked to advise the board if his complaint had not been satisfactorily adjusted.

Des Moines, Iowa, November 23, 1900.

No. 2197—1900.

A. J. KENDIG, SHANNON CITY, IOWA,

vs.

WELLS, FARGO & CO., EXPRESS, ET AL.

Request for transfer at Afton Junction.

Complaint filed January 25, 1900.

The complaint in this case was as follows:

"I wish to call your attention to what seems to me an unfair way of doing business. When at Blockton, Iowa, I wished to send freight by rail or by express to Afton Junction, I could not ship or express to Afton Junction as no transfer was made at Afton Junction, hence must pay charges to Des Moines where the freight or express forwarded by the Chicago Great Western or Wells Fargo & Co. would transfer to the Chicago, Burlington & Quincy, or Adams Express company would carry it via Albia to Afton, making quite a long haul, whereas a short haul would have been charged for if transferred at Afton Junction.

"*Second*—I am shipping medicines and appliances from Afton to Winterset; it will go to Des Moines via Albia thence to Winterset from Des Moines, making double charges than if carried a greater distance on one road or express company, oftentimes compelling poor people to pay these double charges, whereas, if carried double the distance by one company or from a competing town the express would only be one-half or less the amount simply because there is no competition.

"This looks like discrimination. I trust you will be able to make these transportation companies do right and that which is equity to all."

The case was taken up with the express company at once, and on March 31st Mr. G. B. Simpson, superintendent of Wells Fargo & Co. Express, made answer as follows:

"Referring to complaint made by A. J. Kendig, Shannon City, Iowa, to the Railroad Commissioners, relative to shipments being carried a roundabout way and extra charges created thereby, which has a bearing on complaint as to shipments from Blockton, Iowa, to Afton, Iowa, being carried via Des Moines instead of making transfer at Afton Junction, I would state that there is no express agency at Afton Junction. The Chicago Great Western cross the Chicago, Burlington & Quincy overhead at that point, and, while they have an agent there, they have found it impracticable to handle freight, and it is much more impracticable for us to handle express matter there. I am informed that there is very little of this business. If facilities could be established at Afton Junction we would be glad to transfer there, but it is practically impossible."

A copy of the foregoing was sent Mr. Kendig at Shannon City, Iowa, but the same was returned to the commissioners unopened, having been uncalled for.

Des Moines, Iowa, December 1, 1900.

No. 2198-1900.

A. K. RUDOLF, NORTH MCGREGOR, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Blockading streets by standing trains.

Complaint filed January 29, 1900.

Mr. A. K. Rudolf, who is the town marshal of North McGregor, wrote the Board on January 26th, stating that the trainmen were holding public crossings from ten to forty minutes, making flying switches and otherwise making it inconvenient for the citizens of that place. He asked advice as to the proper method of procedure to correct this evil.

Mr. Rudolf was advised by the Board that while it was the usual thing for towns to regulate by ordinance the evil of which he complains, yet the commissioners had taken the matter up with the railway company and had been assured that orders would at once be given to remedy the situation at that town. Nothing further having been heard from Mr. Rudolf the case is closed.

Des Moines, Iowa, November 24, 1900.

No. 2199—1900.

W. A. RALL, PERRY, IOWA.
vs.
CHICAGO GREAT WESTERN RAILWAY CO.
Insufficient passenger accommodations at Wilson Junction.

Complaint filed February 3, 1900.

The complaint in this matter stated that the accommodations afforded passengers at Wilson Junction, transferring from the main line to the Cedar Falls branch were utterly inadequate, and should receive the immediate attention of the Board; that only a shed is provided there, no seats, no light, stove broken, and coal dumped on the floor. The complaint was at once taken up with the railway company, and on March 6th the Commissioners received a letter from General Man-

ager, Mr. S. C. Stickney, stating, "We have not quite reached a conclusion in the matter yet, but will do so soon, and will make the new arrangement at Wilson Junction entirely satisfactory." On March 31, 1900, Mr. J. Berlingett, Superintendent, wrote the Board as follows:

"Replying to your favor of the 29th inst., in connection with passenger accommodations at Wilson Junction:

"We have put in lamps, station seats, and placed the waiting room in good condition at that point. Whenever it is necessary to leave passengers there the conducter on the branch train places a fire in the waiting room stove and sees to it that everything is in good condition.

"We have got also under consideration the question of putting on a man who could remain at the station during the time it is necessary for any of the passengers to wait there at a time when the branch train cannot also remain. This latter question, however, has not yet been fully decided upon."

Several letters passed between the Commissioners and the officials of the railway company, until finally, on July 2d, Mr. S. C. Stickney wrote the Board as follows: "Replying to your various letters with regard to the lack of accommodations for passengers at Wilson Junction, I beg to say that we have at last arranged to furnish a substantial depot at Wilson Junction, lamps and stove being taken care of and ready for use at any time they are required, by the family of one of our employes who will live there.

"You understand, of course, that there is absolutely no use for a depot at Wilson Junction, except occasionally, when a main line train is late and the branch train must return to Cedar Falls in order to bring down passengers for the next main line train. We will, however, make provisions which I am sure cannot help but be entirely satisfactory."

Upon being apprised of the improvements already made and contemplated by the railway company, Mr. Rall thanked the Board for their action in the case.

Des Moines, Iowa, November 23, 1900.

No. 2200—1900.

W. W. WESTON, AND OTHERS,

vs.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

Failure to provide Toilet Rooms in Caboose cars.

Complaint filed February 8, 1900.

The Hon. Asmus Boysen, member of the House of Representatives of the Twenty-eighth General Assembly, filed the following petition with the board.

We the undersigned citizens of Iowa, complaining to the Board of Railroad Commissioners of Iowa, hereby show to your honorable body that the Chicago & Northwestern Railroad Company is not providing for the comfort and convenience of persons necessarly required to travel on its stock trains, in that the said railroad company fails to provide cabooses for the accommodation of said persons, and providing sometimes cabooses without water or closets for the comfort and convenience of the said persons so required to travel, and complaining hereof as stated above the said citizens of Iowa whose names are hereto subscribed request a rule of this commission directed to the said railroad company requiring them to provide on all their cattle trains cabooses with water and closets for the accommodation of persons required to travel on such trains.

W. W. WESTON, and fourteen others.

The complaint was taken up with the Chicago & Northwestern Company and on March 12th Mr. W. A. Gardner, General Manager wrote the board as follows:

"The absence of water from these caboose cars is due to unintentional oversight on the part of train employees and is a matter I hope you will not have occasion to call our attention to again. It is not customary to provide caboose cars with toilet rooms, except those of very recent and modern construction. This railway is adding to its equipment of the caboose cars as rapidly as possible and the new ones are fitted with all modern appliances, including berths. We believe that we are now extending to the stock shippers in Iowa better accommodations than any other line, and we shall continue to keep in the front rank. I am glad of this opportunity to outline our intentions."

Mr. Boysen was advised of the foregoing statement of the railway company, and while the commissioners are not satisfied that any caboose car should be operated unless it be provided with necessary toilet arrangements, yet the accommodations of the railway company are such that they feel that it might be onerous to require the old cabooses to be so fitted up.

Des Moines, Iowa, November 20, 1900.

No. 2201—1900.

CITIZENS OF CHILLICOTHE,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Train service.

Complaint filed February 9, 1899.

On date named the following petition was filed with the board:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned, being residents of Wapello county, Iowa would respectfully represent that the town of Chillicothe is situated eight miles west of Ottumwa, Iowa, on the line of the Chicago, Burlington & Quincy Railroad. That said town has no other railroad connection.

That the town has about three hundred inhabitants and is surrounded by a productive and populous country.

That there is considerable travel to and from said town of Chillicothe and that for several years the only west bound passenger train running through said town, allowed by the management to stop at Chillicothe, is an afternoon local train now called the Peoria & Des Moines train. That there is no through Chicago west bound train stops at said station.

That train No. 3 passes through said town about nine o'clock in the morning without stopping.

That if said train No. 3 was required to stop at Chillicothe it would add much to the convenience of the residents of said town and vicinity and would tend to increase travel and business in said town.

That if said train was required to stop at Chillicothe it would add much to the convenience of the wholesale trade and business men of Ottumwa, Iowa, who do business with the residents of Chillicothe and towns on the line of said road west of Chillicothe.

Wherefore your petitioners pray your commission to inquire into the matter and take such necessary steps as will give to the town of Chillicothe the necessary and required facilities for railroad travel and accommodations as herein set forth. Signed,

A. K. BERRY, and ninety-six others.

The complaint was taken up with the railroad company at once, and on March 18, 1899, the Board received the following answer from Mr. C. M. Levy, Superintendent of Iowa lines:

"Your letter of the 15th inst., enclosing copy of petition of citizens of Chillicothe, asking that through passenger train No. 3 be stopped regularly at that point received.

"Chillicothe is a small village of about 200 inhabitants, one of whom is Mr. Ed. Nye, a traveling salesman, who appears to persist in his efforts to have this train stopped there, notwithstanding repeated notice from officers of the road that this can not be done. As the matter has been brought to the attention of the Commission we beg leave to submit the following information:

No. 3 is a through passenger train, consisting of seven cars for Denver, Lincoln and Billings, where close connection is made with the Northern Pacific road for Butte, Anaconda, Spokane and all Puget Sound points. The running time of this train from Burlington to Pacific Junction, including stops, is 31.9 miles per hour, and excluding stops, 38 miles per hour. Between Burlington and Pacific Junction there are forty-five towns, this train stops at twenty-two of these. There are nine towns at which we do not stop that have a larger population than Chillicothe.

Two of them have a population of 1,000 people, and nearly all the other towns have nearly as many people as Chillicothe, so you can readily see that if a stop is made at Chillicothe we would, in justice to other towns, be obliged to stop at every station between the Mississippi and Missouri rivers.

We cannot, of course, give service that will be convenient and meet the exact wishes of all the towns on our line, but it is our aim to do so as far as practicable. Trains now stop at Chillicothe as follows:

EAST BOUND.	WEST BOUND.
No. 12, 3:39 A. M.	No. 91, 6:45 A. M.
No. 10, 11:30 A. M.	No. 9, 2:35 P. M.
No. 92, 5:45 P. M.	No. 11, 11:17 P. M.
No. 4, 6:23 P. M.	

"Passengers desiring to go west on No. 3 should take No. 19 to Albia.

"No. 19 is due to arrive at Albia at 8:20 A. M., and No. 3 arrives there at 9.16 A. M., which gives a leeway of nearly one hour.

"I notice it is claimed that the way freight, west bound, due at Chillicothe at 6:45 A. M. is frequently late. I have not investigated this matter, but have to-day written our division superintendent at Ottumwa that as that train carries passengers we should aim to have it as nearly on time as possible, and it has been my understanding that this train has been run on its schedule time.

"You will see we stop No. 3 at as many points in Iowa as we can and still make our schedule time We are sorry not to be able to comply with the request of the citizens of Chillicothe, but conditions are such that we are obliged to decline their request."

A copy of the foregoing was sent the complainants.

On April 3, 1899, Mr. H. S. Berry, of Chillicothe, wrote the Board in reference to this case as follows:

"Your favor of March 27th, enclosing letter of C. M. Levey, at hand, in which you ask for reply to Mr. Levey's statements. In the first place I must say that Mr. Levey very craftfully urges you to believe that Mr. Ed. Nye is resposible for the petition being before you, asking that train No. 3, Chicago, Burlington & Quincy be made to stop at Chillicothe. This position we trust will have but little effect with you; the number of names to said petition is proof that this community is solidly asking for the relief, and that no one man can be responsible therefor. Mr. Levey also takes the position that No. 3 is especially operated for the benefit of western terminal and connecting points, and not for intermediate points. I do not think this can justify the Chicago, Burlington & Quincy in this unjust discrimination against the citizens of this place. It is not fair to presume that because No.

does not stop at certain other points that it should not do so here. The time that other trains pass through and stop at these other towns may, and indeed does give the people better accommodations than we have at Chillicothe, and again, if these other towns were as badly handicapped by said railroad as we are and do not ask for relief, it is no reason why we should not do so, nor any reason why you should not see that this community is no longer discriminated against.

"Again, No. 3 is frequently stopped at Chillicothe when some one who has a stand in with the officials wants on or off said train. Is there any reason why the railroad company could not change its schedule time out of Chicago so as to give the people along their road the accommodation asked for. We are not making complaint of east bound trains, but those going west. Now, note what Mr. Levey says with reference to trains going west that stop here- No. 91 is freight (local) which we hardly think you will hold as ample passenger accommodation. Barring No. 91, we have no passenger accomodation until 2:35 P. M., and then only as far west as to Creston. Levey says we should take 91 to Albia and there take No. 3 on westward. Well, we knew the company thought so and that they were able to at all times tell how we and others should do so as to just let them do as they please. Suppose you were here wanting to go west and had baggage to take, would you regard the train No. 91 as good enough accommodation, and then perhaps get to Albia too late for No. 3. I don't think it has been claimed that No. 91 is in the habit of being late at Chillicothe as Mr. Levey says, but late at Albia for No. 3's time.

Mr. Levey, in his closing remark, says: They are sorry not to be able to grant our request. I don't think that he nor his company have the deciding of this matter now, it has passed from them to the Commissioners.

"By way of review I desire to have you look at the train service as shown by Levey's letter of March 17th, a copy of which you sent me. West bound, No. 91, 6:45 A. M., way freight. No. 9, 2:35 P. M., passenger (connection for west at Creston only.) No. 11, 11:17 P. M., flag, (Chillicothe not night station.) I hardly think this a good showing for the railroad company, really one passenger train a day and that only as far as Creston.

"In conclusion will just add that no resistance can cause this community to think that we should not have substantially the relief for which we have petitioned. If, however, it may appear to the Commission that No. 3 should only stop here when flagged, or when passengers may be on board train destined for this place, it, in all probability, would satisfy this people just as well as to compel them to stop No. 3 regularly.

Trust that you may see fit to come to Chillicothe and make personal exam-examination of all the surroundings connected with this matter."

Subsequent to the receipt of this letter a member of the board conferred with the officials of the company who stated that they would endeavor to arrange the train service to the reasonable satisfaction of the needs of the people of Chillicothe. Nothing further was heard from the matter for sometime and on January 30, 1900, Mr. Berry was asked if the service was now satisfactory. He replied stating that the service at that point was no better than when they had filed their petition. The Commissioners thereupon called the attention of Superintendent O. E. Stewart to Mr. Berry's statements and he replied to the same on February 24, as follows:

"I have received your letter of February 21st, relating to the complaint that was made to your Board in February 1899, concerning train service at Chillicothe. In

reply to your question, will say that so far as the time-table stops are concerned, we have made no change since the complaint was made.

The complaint as I understand it, was of inadequate service on west bound business. The following west bound trains stop at Chillicothe at the following times: Train No. 91, way freight that carries passengers, stops at Chillicothe at 7 a. m. This train will accommodate any local west bound business between Chillicothe and Albia, and will also take any passengers that may want to go west of Albia to any point, to Albia, where they can get on our train No. 3. The next train west that stops at Chillicothe, is No. 9 at 2:35 p. m. This is a passenger train that makes all the stops, and arrives at Creston at 7:30 p. m. The next train that stops at Chillicothe on flag is No. 11 passenger arriving at Chillicothe at 11:15 p. m , arriving at Creston at 3:30 a. m., from thence west on train No. 5 to Omaha.

"Chillicothe as you doubtless know is in Wapello, the same county as Ottumwa, and the great bulk of the intercourse both business and social, is with Ottumwa less than eight miles distant. There is not now and I believe there never has been any complaint of their facillities for getting to Ottumwa and back to Chillicothe. The whole reason for the complaint, has been that our train No. 3 did not make the stop at Chillicothe. This train as you can readily see by reference to our time table, is a through fast train from Chicago to Denver, making but few stops. This train running at very convenient hour for travel in the eastern part of the state we have already put in as many regular stops as the service will bear, and in fact more than we really ought to. We put in a stop at New London, quite an important place, so that people could get to Mt. Pleasant, their county seat, early in the day, we also put in stops at Batavia, and Agency, two stations east of Ottumwa, both of them are tributary to Ottumwa, so that these people could get to their county seat and trading point early in the day. We also put in stops at Melrose and Russell, two important towns east of Chariton, so that these people could get to their county seat and trading point early in the day. You can see that we have done everything possible and stretched the limit of stops on this train as far as it is possible to do so.

"Chillicothe is a town of not nearly so much importance as these I have mentioned at which we make stops, and being tributary to Ottumwa, instead of a west bound county seat, we think it entirely out of reason to be called upon to stop our fast train at that point. When the complaint to which you refer was first received I went to Chillicothe and talked with Mr. Berry and others. I told them that when they had passengers going to points beyond Creston that we would give a special order to have the train stopped on that occasion. I explained to them fully why it was not practicable to stop this train regularly at their station and asked them to think the matter over and let me know later if my proposition would be satisfactory. Later on, information from our agent and from talking with one of their citizens, Mr. Ed Nye, I understood that this proposition would be acceptable to the people as the best thing they could get under the circumstances, so I began giving special orders for this train to stop on such occasions.

"I feel that we have gone out of our way and really done more than we were justified in doing in order to quiet this complaint, and thought that we had succeeded in doing so, until we received yours of Feb. 21st."

The commissioners sent a copy of Mr. Stewart's letter to the petitioners accompanied by a letter in substance as follows, which may be considered as closing the case:

"The commissioners have examined this matter quite thoroughly and believe that Chillicothe is accorded all the train service it can reasonably require under all circumstances.

"The board has not felt that it should interfere with the running and management of through trains when reasonable and adequate service was given the smaller towns of the state. It is a serious question whether the board would have any legal right to interfere with the running and management of through trains engaged in interstate traffic."

Des Moines, Iowa, Dec. 1, 1900.

No. 2202—1900.

L. W. HOBBE, HAMPTON, IOWA,
vs.
.....

Inquiry concerning right to use of railroad track by bicycle.

On February 9, 1900, Mr. L. W. Hobbe sent a circular describing a bicycle to be used on railroad tracks and he asked the board if there was any law which would prohibit a person from using the railroad track for a bicycle roadway. In answer to the above the opinion was expressed that without the permission of the railroad company a person using a bicycle upon the right-of-way or track of such company, would be a tresspasser and would have no legal right or authority to use the railway for such purposes.

Des Moines, Iowa, November 28, 1900.

No. 2203—1900.

HOLLISTER LUMBER CO., MANCHESTER, IOWA,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY.

Over-charge.

Complaint filed February 16, 1898.

Perhaps the complaint in this case may be best understood by quoting in full the letter of the Hollister Lumber Company which here follows:

MANCHESTER, Iowa, Feb. 15, 1898.

Railroad Commissioners Des Moines, Iowa.

GENTLEMEN—Enclosed please find two frieght bills for soft coal that is an overcharge by the I. C. R. R. Co. and we are unable to make them correct. Freight bill No. 1 is for 40,800 lbs. of coal from Dubuque to us at Winthrop, Iowa. The I. C. R. R. hauled same from Dubuque to Winthrop, a distance of sixty-one miles, and, according to the distance tariff, it should have been 78 cents for sixty-five miles and they have charged us $1.06, a difference of 28 cents per ton. On freight bill No. 2, within a day or so after, for a car from Dubuque to this place, a distance of forty-seven miles, the rate should be 66 cents and they have charged us $1.00, a difference of 34 cents a ton, which they also refuse to correct. Now, we are peculiarly situated here, and have to ship over the I. C. R. R. The reason we have shipped this coal to Dubuque over other lines is because the other roads deliver cheaper. Thorpe, a station four and one-half miles north of here, on the C., G. W. R. R., has this same coal delivered for 60 cents less per ton. The trouble is that our railroad company wish us to buy Illinois coal, which is on their line, and to not use as much foreign coal, or, in other words, Indiana block coal, which we use mostly. If you can do anything for us please do so or else return freight bills to us with instructions what to do. Yours truly,

HOLLISTER LUMBER CO.
BY A. HOLLISTER

Other communications were received from Mr. Hollister concerning the same conditions.

The railroad company made answer substantially as follows:

"I have looked into this matter and find that the shipments referred to came to us at Dubuque from the Chicago Great Western railway as through consignments, having originated at Coal Bluff and Brazill, Indiana. As the shipments were interstate traffic this company, in accordance with its rules, charged the class "D" rate of the Iowa distance tariff, the figures given in the complaint of the Hollister Lumber Company being correct. Mr. W. S. Benson, our commercial agent at Dubuque, has talked the matter over with Mr. Hollister and explained it to him fully."

The board made some attempts to have a conference with the complainants and representatives of the railroad company in this case at Dubuque but seemed unable to find a time suitable. Mr. Hollister, the complainant, finally asked that his papers be returned to him. This was done accompanied by a letter from the commissioners in which they said:

"The commissioners regret that they were unable to obtain the relief you wanted, but the courts have held in no mistaken terms that the state has no authority over shipments originating in one state and ending in another, in the matter of rates, no matter if the commodity is rebilled in transit; that the rebilling does not change the character of the shipments."

Des Moines, Iowa, December 8, 1900.

No. 2204—1900.

JOHNSON BROS. & CO., CORNELIA,
vs.
MASON CITY & FT. DODGE RAILROAD COMPANY.
} *Petition for depot.*

Complaint filed February 17, 1900.

The petitioners in this case stated that they had petitioned the above named railway company for a depot which had been answered later unfavorably and the parties now requested the board to assist them in obtaining the facilities which they felt the business of the station demanded and to which they were reasonably entitled.

The commissioners took the matter up with the railway company at once and were assured by Mr. O. B. Grant, the superintendent thereof, that he would give the matter his very prompt attention. On March 21, Mr. Grant wrote the board that he had made satisfactory arrangements with the petitioners at Cornelia. The commissioners wrote the complainants that unless they were heard from it would be regarded that their case had been adjusted. Not having heard anything further from the petitioners the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2205—1900.

COREY COAL COMPANY, LEHIGH, IOWA,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY.
Failure to furnish cars for coal shipments.

Complaint filed February 21, 1900.

The coal mines of the complaining company are situated on the line of the Crooked Creek Railroad Company, which line connects with the Illinois Central railroad at Webster City. The complainant stated that the Illinois Central had failed to furnish any of their cars to be used by their mine in shipping coal to points along the line of the Illinois Central railroad.

As usual in such cases, the board took the matter up with the company and it was found that there was a great shortage of cars on the line of the Illinois Central, but the promise was made that as soon as the conditions would permit they would be glad to supply the complainant with cars.

Des Moines, Iowa, December 1, 1900.

No. 2206—1900.

S. HAYNES, CUMMINGS, IOWA,
vs.
CHICAGO, GREAT WESTERN RAILWAY CO.
Under-grade farm crossing.

Complaint filed February 22, 1900.

On February 22, 1900, Mr. S. Haynes, of Cummings, Iowa, called at the office of the board and made statement substantially as follows:

"I own a farm on Sec. 17, R. 27, Linn Tp., Warren county, consisting of 160 acres, through which runs the line of the Chicago, Great Western Railway Company, cutting off the hay land and pasture, consisting of about seventy-five acres on the west side of the right of way from the portion of the farm on the east which contains my buildings, water for stock, etc.

"When the right of way was deeded to the railway company in 1886 it was expressly agreed that I should have an under passage way for stock, etc., which crossing has since been maintained.

"Now, I understand that the trestle is to be removed and replaced by a stone culvert 5 x 6 feet, and rock has already been unloaded for that purpose. This would be insufficient, not only to properly carry off water at some seasons of the year, but when there was water going through, it could not be used for stock, and at no time will it be large enough to admit of driving through or permitting the passage of horses.

"I always have considerable stock in my pasture and every night and morning it must go to the east side of the right of way for water.

"I protest against being deprived of my under crossing and ask that the culvert be made of sufficient size to accommodate my stock, permit of driving through, carry off the water, etc."

The matter was taken up with the railway company and the board suggested that inasmuch as a culvert at this point was necessary it might not be a hardship

upon the railway company to make it a little larger than absolutely necessary, in order to provide Mr. Haynes with a new crossing. Replying thereto Mr. J. Berlingett, superintendent, wrote the commissioners on April 21st, stating that the company would make a larger culvert than had been at first contemplated, and the proposed culvert now being satisfactory to the complainant, the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2207—1900.

In the matter of better station building at Carbon Junction on the Mason City & Fort Dodge railroad.

On February 26, 1900, the Commissioners, from personal observation, wrote Mr. O. B. Grant, superintendent of the M. C. & Ft. Dodge railway company, calling his attention to the condition of the station building at that point and suggested that better accommodations be furnished passengers. On February 27, Mr. Grant wrote the Board that negotiations were in progress looking toward the installation of an interlocking system at the crossing of this road and the Illinois Central at Carbon Junction, and when that was arranged for he presumed a new building to be used as a tower and waiting room would be built.

Des Moines, Iowa, December 1, 1900.

No. 2208—1900.

C. A. HOBART, DEFIANCE, IOWA

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Failure to deliver cars.

Complaint filed February 27, 1900.

In this case the complainant wrote the Board that a car of coal consigned to him on the 20th of February, was still somewhere on the road, stating also, that the delay was costing him a good deal of trouble. The Commissioners took the matter up personally with the representatives of the company at Des Moines and on March 1, they received notice from Mr. Hobart that he had received the car.

Des Moines, Iowa, November 30, 1900.

No 2209—1900.

J. C. ONAN, LOHRVILLE, IOWA,

vs.

CHICAGO, MILLWAUKEE & ST. PAUL RAILWAY COMPANY.

Discrimination in use of stockyards.

Complaint filed March 3, 1900.

This was a complaint that other parties were granted privileges at the stockyards which he could not obtain and desired the assistance of the Board in havin it remedied.

The case was taken up with the railway company and an investigation made concerning the truthfulness of the complaint and from the papers filed by the railway campany it appeared that Mr. Onan, upon the occasion complained of by him, only had two hogs in the yards with no immediate prospects of getting any more; that he insisted on having one-half of the yards while his competitor, who had two car loads of hogs ready for shipment, should only have the other half of the yards; that later Mr. Onan sold his two hogs to local parties and was not now pretending to do any business in that line. A copy of the correspondence filed by the railway company in the case, was sent to the complainant, and as nothing further has been heard from him the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2210—1900.

H. C. WETTER, SUPERVISOR, CALHOUN COUNTY, MUDDY, IOWA,

vs.

GOWRIE & NORTHWESTERN RAILWAY COMPANY.

Improper construction of highway crossing.

Complaint filed March 5, 1900.

DECISION OF COMMISSIONERS.

On date named the board received the following communication from Mr. H. C. Wetter, supervisor district No. 4, Calhoun county, Iowa.

"We are having trouble with the Rock Island Railway company in regard to highway crossing; the way they are leaving the crossing is dangerous and at high water impassable; the under crossing is in an angle and the bridge too low; when the highway is graded up high enough, so the high water will not overflow, there will be only about seven feet in the clear under the bridge.

"The company refuses to make a change. Said crossing is located between sections 2 and 3, township 87, range 31 west of 5th P. M., Calhoun county, Iowa, about a half mile northwest of Somers.

"We respectfully request that the commissioners would examine and investigate the crossing and compel the railway company to give us a better crossing."

The complaint was taken up at once with the Gowrie & Northwestern Railway company and on March 17th the company, by its attorney, Mr. Carroll Wright, filed the following answer with the board:

Complaint of H. C. Wetter in reference to highway crossing between sections two (2) and three (3), township 87, range 31, Calhoun county, Iowa.

ANSWER OF THE GOWRIE & NORTHWESTERN RAILWAY COMPANY.

To the Board of Railroad Commissioners, Des Moines, Iowa:

The papers in connection with the above complaint have been referred to me, and I beg to state the situation according to the information furnished me.

At the time of the construction of the road at this highway crossing, we raised our grade two feet above the elevation given in the original profile and provided for by the first survey in order to furnish an under crossing if possible. By thus raising the grade of our track, we gave a clear head room above the highway of ten and one-half feet. We accepted the grade of the present highway as satisfactory, inasmuch as we were advised that it had never been overflowed since it had been brought to its present elevation. The waterway under the bridge to be constructed at this point is as large, if not larger, than the opening through the highway a thousand feet below. This crossing was considered in connection with the other crossing concerning which complaint has been made and which is now pending before the board

During the progress of the work our engineer in charge thereof was advised that Supervisor Kent, who had jurisdiction of the crossing last mentioned, and Supervisor Wetter, who had charge of the one here involved, were not satisfied with the arrangement at this point. Mr. Dey, the engineer, met both of these gentlemen on the ground a few days later. The entire arrangement was explained to them. Subsequently, Mr. Dey met the board of supervisors of Calhoun county. He advised them that the road would do either of two things; go on with the work as started, or lower the grade and furnish a grade crossing. The entire matter was discussed with the board of supervisors while they were present at these crossings and the proposed under crossing seemed entirely satisfactory to all members thereof. Since that time, and relying upon this arrangement, the railway company has caused piling to be driven at the crossing involved in this complaint at a considerable expense. It is impossible to furnish at this crossing any other under crossing or way than the one now provided for If this is not sotisfactory, we will arrange to construct a grade crossing at that point. This will involve considerable expense to us and we will thereby lose the amount already expended in the work at this crossing, but if a grade crossing will accommodate the people better than the present under crossing as arranged, we will construct a grade crossing. We join with the complainant in the request that the commissioners examine the crossing.

The information contained in this answer is derived from M. H. Dey, the engineer in charge, who is wholly familiar with all of the conferences in reference to this matter, and also fully advised in reference to what has been done by the railway company.

In sending the above answer tc the complainant, among other things the commissioners said:

"The board has always encouraged overhead and undergrade highway crossings over railroads wherever it has been possible to construct them, and have suggested in many cases that both the county authorities and the railway companies make some concessions in order to bring about this desired result. This the commissioners have done perhaps without direct warrant in law, as the statute seems to make no provision for the construction of overhead or undergrade crossings, where an adequate grade crossing can be constructed."

Following the considerable correspondence that passed between the board and parties to this case, the commissioners on June 29th, visited the premises in question, and found that the railway company had made provision for the highway passing under the track; there were two openings sixteen feet wide in the clear, one opening being ten and one-half feet high, and the other eleven feet high in the clear. While the commissioners do not wish to be understood as generally approving of openings for highway crossings only eleven feet high in the clear, yet in this case, the conditions were such that a greater opening could not well be provided.

Des Moines, Iowa, November 22, 1900.

No. 2111—1900.

GEO. D. WALKER, TEEDS GROVE, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Blocking street crossing by standing trains.

Complaint filed March 9, 1900.

This complaint was filed by Hon. J. L. Wilson, state senator from the twenty-second district, which was substantially as follows: That the highway crossing of the C. M. & St. Paul railway at the depot at Teeds Grove was blocked about two-thirds of the time; that the complainant must use this crossing about ten times per week and many times he has had to wait from thirty minutes to one and a half hours before the crossing would be opened by the train men. The complainant

cited one instance where a lady was summoned to the death bed of her father in Illinois but arriving at this crossing it was blocked and on waiting thirty-five minutes the passenger train came and went and she had to take a freight train that afternoon arriving too late to see her father alive. Another instance was as follows: A gentleman was subpœnaed to appear at Maquoketa sometime ago, but not being able to get to the depot on account of this crossing being blocked, missed the train and the court issued a bench warrant and attached him for contempt of court, all explanations to the contrary notwithstanding.

The complaint was immediately taken up with the railway company and the Board suggested that the company should take some action at once to remove cause for complaint. It seems this was done, as a letter received from the complainant on March 16th, stated that conditions were much improved. On April 5th the Commissioners received a letter from Mr. H. R. Williams, general manager of the C. M. & St. Paul railway company, in which he stated:

"Investigation discloses that some of our trains have been blocking the crossing in question an unreasonable length of time. Instructions have, however, been issued to conductors to open this crossing when trains are to be there more than five minutes, and such steps have been taken as will result in these instructions being carried out. I think there will be no further cause for complaint."

No further complaint having been received concerning this matter the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2212—1900.

R. A. LYONS, ELMORE, MINNESOTA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Highway crossing.

Complaint filed March 14, 1900.

This was a complaint from the township trustees stating that the railway refused to open a public highway crossing in Kossuth county between sections 27 and 34, over their right of way unless the township would pay the entire cost of such crossing.

The complaint was taken up with the railway company and in a letter dated April 16, 1900, Mr. W. A. Gardner, general manager, said:

"The position of the railway company, from the commencement, has been an entire willingness to permit this highway crossing if the authorities would simply bear the expense of constructing it. It seems entirely reasonable that if we are willing to give them the use of our land and allow the crossing, they should be agreeable to paying the expense of putting it in."

The board requested Mr. Lyons to advise whether the highway had been established over or across the railway company's right of way or only up to and adjoining the right of way on either side. He was also advised that the railway company, under the law, should be given the same notice in the establishing of a new highway as was given other property owners. The board also referred him to sections of the Code bearing upon this question.

Replying to the foregoing Mr. Lyons advised the board that there appeared to be no record of personal service on the railway company in the establishing of the highway. Thereupon the board addressed the complainant as follows:

"Section 1495 of the Code provides that after certain steps are taken with reference to the establishment of a new highway, 'notice shall be served on each owner of land lying in the proposed road, or abutting thereon, as shown by the transfer books in the auditor's office, who resides in the county, in the manner provided for the service of original notices. If the owner of the land as thus shown does not reside in the county, similar notice shall be served upon any person who is in the actual occupancy of such land. In any case, notice shall be published for four weeks in some newspaper printed in the county.' The section then provides for form of notice.

"In the case of the Chicago, Rock Island & Pacific Railway Company vs. Ellithorpe, Iowa Report No. 78, page 415, the supreme court of this state holds that 'A domestic corporation owning and operating a railway is in notorious occupation of its right of way and is entitled to notice, being deemed a resident of the county through which its line runs. This is true although its ownership of its right of way does not appear on the transfer books.'

"In the case of the State vs. Iowa Central, 91 Iowa, page 276, the court holds that inasmuch as the notice published in this case did not contain the names of Kirtland and Rockwell as owners of the land, though they so appeared on the transfer books, nor was any notice served opon the actual occupier of the land, the Central Railroad company of Iowa, 'We are of the opinion that the highway was not legally established across the defendant's right of way; therefore, the defendant is not under obligation to construct a crossing, as asked by plaintiff.'

"This board has set forth its position very clearly in the cases of Board of Supervisors of Page County vs. Chicago, Burlington & Quincy, published in its report for 1893 (page 262) and 1894 (page 172) relative to its authority in the matter of establishing highway crossings over the right of way of railway companies. These reports are sent you by express.

"If such notice has been given the railway company in this case as would bring it within the decisions of the court, upon the filing by you of proper evidence, showing such notice, the commissioners will gladly take the matter up with the railway company for final adjustment."

On June 30, 1900, the complainant advised the board that the railway company and the township trustees had agreed upon a settlement of the controversy and the case is therefore closed.

Des Moines, Iowa, December 1, 1900.

No. 2215—1900.

C. B. REINHART, FARNHAMVILLE, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
} *Discrimination in furnishing cars.*

Complaint filed March 19, 1900.

The complaint stated that the complainant, who was a "track buyer" and shipper of grain at Farnhamville, Iowa, had been discriminated against by the

C. & N. W. railway company, in the matter of distribution of cars, giving the preference to elevators and other shippers at that point; that by reason of such discrimination he had been greatly damaged.

The case was at once brought to the attention af the railway company and on April 5th, Mr. W. A. Gardner, general manager, wrote the Board as follows:

"I beg to assure your honorable commission that there is no intention on the part of the railway company to discriminate in this matter. The elevator companies anticipated their demands for cars in advance of Mr. Reinhart and the applications were entered in the order received, as our books will unquestionably show, and empties were furnished as far as possible to comply therewith. There was a very unusual movement of grain about the period of this complaint, but since that time the situation has eased and I think that you will find that everybody along our line, the complainant included, has had his wants fully satisfied."

The complainant was furnished a copy of Mr. Gardner's letter and October 17th, Messrs. Botsford, Healy & Healy, of Fort Dodge, attorneys for complainant, requested that the case be dismissed without prejudice. It was done.

Des Moines, Iowa, December 1, 1900.

No. 2216—1900.

S. E. WEITZELL, GOWRIE, IOWA,

vs.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Refund for fare paid.

Complaint filed March 20, 1900.

In this case the complainant stated that he accompanied a car of hogs into Chicago, and did not get in that city until 5:00 o'clock in the evening; that he had a stock contract, and, if he had gone down to the stock yards to have it signed, he could not have started home until the next day; that the agent of the Chicago, Rock Island & Pacific Railway Company in Chicago told him to pay his fare, take a receipt for the same, and send it with stock contract to the company's headquarters and his fare would be remitted. He did as suggested by the agent and was informed in order for a contract to be good a man must ride with the car.

Complaint was taken up with the railroad company and on April 4, 1900, Mr. J. M. Johnson, third vice-president, wrote the board as follows:

"Replying to your favor of March 21, to Mr. H. A. Parker, which has been referred to the undersigned, and returning enclosures which accompanied same, I attach hereto a copy of our rules governing the return of men in charge of live stock from which you will see that one man is passed free each way in charge of two or more cars of live stock (hogs are included in the term of live stock). We do not pass men with only one car of live stock.

"You will observe from the attached live stock contract that Mr. Weitzell shipped but one car of hogs from Gowrie to the Union Stock Yards, Chicago, on January 31, so that he was not entitled to either transportation from Gowrie to Chicago or Chicago to Gowrie.

"With regard to Mr. Weitzell's statements that the Chicago agent of this company told him to pay fare, take receipt, and same would be refunded, doubtless, if this was done at all, it was as a general proposition; that is, some employe in

our depot probably told him that if he was entitled to free transportation and he paid his fare, taking receipt for same, refund would be made. Of course, this is so, but inasmuch as he was not entitled to free transportation in the first place, he certainly is entitled to no refund."

The commissioners did not assums any authority in this matter, and the railroad company having declined to make any refund, papers were returned to the complainant and he was advised that the board could afford him no relief.

Des Moines, Iowa, Nov. 23, 1900.

No. 2217—1900.

H. BROWNELL, KEOKUK, IOWA,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Refusal to send cars off own line.

Complaint filed March 21, 1900.

In this case the complainant stated that he had three cars of timothy seed shipped from Bentonsport by the C. R. I. & P. Railway company, and that both the lines of the C. R. I. & P. Railway company, and the Wabash Railroad company joined at Keokuk; that the C., R. I. & P. Railway company absolutely refused to transfer their cars or to allow the Wabash engine on their track to obtain same; that he was compelled to hire teams to make the transfer and he desired refund of the money paid for such transfer.

Some further correspondence ensued between the complainant and the Commissioners and on April 25, 1900, the Board wrote Mr. Brownell as follows:

"The Board regrets that, under the circumstances, it is of the opinion that it is without power to compel the company to return the amount paid, or compensate you for the transfer made at Keokuk. You are informed, however, that if this course is pursued by this company or any other company, and the attention of the Board is called thereto, it will take the matter up and ascertain, if possible, the legal right of both shipper and railroad company."

Des Moines, Iowa, November 26, 1900.

No. 2218—1900.

OTTO A. WAHL, CHURDAN, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Loss of goods in transit.

Complaint filed March 22, 1900.

This was a claim for the loss of a bale of cotton batting from Chicago in December and which he had not received.

Upon request of the Commissioners Mr. R. M. Calkins, Assistant General Freight Agent of the C. M. & St. Paul Railroad company, promised to investigate the matter thoroughly which he did, filing with the Commissioners the correspondence passing between himself and his agents. By these papers it was disclosed

that the railway company held a receipt from the drayman who held the goods for Mr. Wahl for the box in question and the railway therefor disclaimed any responsibility.

In closing this case the Board stated to Mr. Wahl that:

"As the company apparently declines to make any adjustment with you through this office, your proper remedy for recovery is by suit in court, this Board having no authority to render judgement for money damages."

Des Moines, Iowa, December 1, 1900.

No. 2219—1900.

CITIZENS OF OAK GROVE,
vs.
IOWA CENTRAL RAILWAY COMPANY.
} *Train service.*

Complaint filed March 25, 1898.

The citizens of Oak Grove complained that the Iowa Central Railway company had discontinued train service at that point and that they would like the same restored at least so far as having one train a day. The complaint was forwarded to the railway company and in answer thereto the general manager, Mr. L. M. Martin, on April 28, said:

"In reply to this petition, I would beg to state as follows: The population of Oak Grove is composed of one family. In this family's dwelling there is located the postoffice and a small country store. The building is situated on the side of a hill. Our track at this point emerges from a deep cut and forms a heavy curve. The grade is about 70 feet to the mile on this hill (known to the trainmen as school-house hill). This part of our line is ordinarily the busiest portion of it. Trains are frequently following one another out of Grinnell as closely as the rules will allow. To stop even a two car train at that point, without special arrangements for protection—which are not warranted by the business—is a more or less risky proceeding, in view of trains which may be following. There is practically no freight business at that point except what small quantities of merchandise that are bought by the one store-keeper.

"North of Oak Grove, and at a distance of about a mile, on the level prairie, at a crossing of public highways, this Company has a side track and stock yards. This side track is of especial advantage to farmers desiring to ship their live stock without driving to Grinnell, a distance of some four miles. It is entirely feasible to stop trains, both freight and passenger, at this point for business, and its distance from Grinnell and Searsboro would make such stops, provided any business existed, not at all unreasonable.

"The stopping of all trains at Oak Grove was discontinued on Time Table No. 31, of December 19, 1897, after fully advising and consulting with Mr. J. H. Friend, at that time postmaster and store-keeper, at Oak Grove. Mr. Friend was fully advised that there was an element of risk in stopping trains at a point which was not warranted by the business offered, and in view of the fact, that the nucleus of a station in the way of a side track and stock yards existed at the road crossing a mile north, this company would, if he saw fit to remove his building to that point allow him to erect building on our right of way, and attach to it a suitable platform,

appoint him Agent, that he might handle grain and live stock in connection with his store, which would be located in a much more favorable place, and at a distance of only one mile from his present location in the brush. Mr. Friend admitted that the plan was a good one, but owing to territorial disagreement among the farmers in the vicinity, he did not believe he could retain his business if he went even a mile from his present location. This, as you know, is no argument whatever, as there is no reason why farmers ought not to be willing to haul their grain and drive their stock to a well located stock yards and station, and at a crossing of country roads, instead of trying to handle them at an out of the way place on a hill side.

"I enclose you blue print of profile of the line for some distance on either side of Oak Grove postoffice, which will plainly exhibit its physical difficulties.

"With this information before the Board, I do not believe your honorable body will compel us to stop our trains at this inconvenient and dangerous spot."

A copy of the foregoing was furnished the complainants and considerable correspondence followed without materially changing the facts as stated in Mr. Martin's letter, and in view of the same the board did not believe an order requiring the stopping of trains at this point would be a reasonable one or one that could be sustained by the board should the same come before the courts of the state.

Des Moines, Iowa, December 1 1900.

No. 2220—1900.

A. G. COOPER, OTTOSEN, IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Overcharge.

Complaint filed March 28, 1900.

The complaint in this case was as follows:

"I wish to call your attention to a shipment of stock which I made from here March 5, 1900. I ordered three cars, one large special stock for cattle and two small cars for hogs; the company set in three small cars which the agent informed me was the best he could do and that these cars could be loaded with cattle and hogs mixed at a minimum weight of 19,000 pounds, and instructed me to load at that weight. I did so and they were billed out accordingly; those cars were too small to load all the cattle in, necessitating loading some cattle in each car. I was charged for a minimum weight of 20,500 pounds per car, and I put in claim for $6.25, the difference between the actual weight 38,320 and 41,000. The claim was refused. I wish to know whether or not under such circumstances if I have a right to recover. I have shipped mixed loads before and have only been charged for 19,000 pounds on the same road. The number of cars 2042 and 2030 B., C. R. & N., and shipped from Ottosen to Cedar Rapids, Iowa, over the B., C. R. & N. from Cedar Rapids to Chicago via C. & N. W."

The case was taken up with the railway company and after some correspondence had passed between the board and the company, Mr. W. P. Brady, general agent, advised the board on March 19, that overcharge had been refunded to Mr. Cooper.

Des Moines, Iowa, December 1, 1900.

No. 2221—1900.

B. F. BRUBAKER, ORILLIA, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.
Under-grade farm crossing.

Complaint filed April 2, 1900.

Mr. Brubaker stated in his complaint that the C. G. W. Railway Company has constructed a track through his farm on a road bed fourteen feet higher than the natural surface of the ground and that he desired an under-grade crossing for his stock. He further stated that the wooden culverts were about rotted out and when they should be replaced he thought provision ought to be made for his crossing.

The complaint was sent the railway company and Mr. S. C. Stickney, general manager, made answer thereto as per the following:

"In reply to your letter of April 2nd, enclosing copy of communication from B. F. Brubaker of Orillia, I have to say that our profile shows fills varying from nothing to about ten or twelve feet in height across Mr. Brubaker's farm. There are three timber culverts, none of which require renewal this year. There are two farm crossings at grade and a highway along the side of his land across the track.

"When it comes time to rebuild these culverts we shall probably rebuild them of stone and if Mr. Brubaker then wishes to pay for the additional cost of making one of them large enough to drive through we would, of course be willing to accommodate him. The cost would be from $175.00 to $200.00, probably.

"There has been no deception in any of the negotiations with Mr. Brubaker and there has been no change whatever in the road bed except that the embankments have been widened from time to time and the track has been raised with ballast."

At a later date Mr. Stickney wrote the board as follows:

"In view of the fact that the renewal of this crossing will not come up for a year or two we would like to have a little further time to look into the matter. Our engineering department is especially busy at this time of the year and if you will ask Mr. Brubaker to wait a little while I think we can make a proposition to him, either direct or through your board, which will be to our mutual advantage."

As the plan suggested by Mr. Stickney seemed to be satisfactory to Mr. Brubaker the case is, for the present, closed upon the records.

Des Moines, Iowa, December 1, 1900.

No. 2222—1900.

J. H. MILLER, FOSTER, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Farm crossing.

Complaint filed April 5, 1898.

Under date of April 4th Mr. W. S. Miller, writing for his father, Mr. J. H. Miller, addressed this board as follows;

FOSTER, IOWA, April 4, 1898.

Hon. Railroad Commissioners, Des Moines. Iowa:

GENTLEMEN.—If I have been rightly informed you have jurisdiction over the question under dispute between J. H. Miller, a farmer of Monroe county, Iowa, and the Chicago, Milwaukee & St. Paul Railroad company. The enclosed diagram will assist you in the matter.

The farm of J. H. Miller is one-quarter mile south of the public highway and the only means of egress is over the land of another party, leaving him at the mercy of his neighbor Now, the railroad company refuse to give a crossing, although J. H. Miller has bought a strip of land from his place to the public road (25) twenty-five feet wide in the only available place for a road and has it fenced with a good and lawful fence. The objection the railroad company make is that place is a dangerous situation. Now, J. H. Miller contends that the situntion is safe, as a person can see from one-quarter to one-half mile either way, as there is nothing to obstruct the view.

The crossing will have to be cut down about seven feet, but that will not interfere with the view, owing to the height of the ground outside the right of-way. J. H. Miller agrees to do the grading if the railroad company will put in cattle guards, making it an open crossing. If you will give this your earliest attention it will be a great favor to me, as now I have to pay all damage done by crossing the land owned by another party. Enclosed last communication from railroad company. Having done the business with the railroad company for my father, J. H. Miller, I will close the same for him.

I am, gentlemen, very respectfully,

W. S. MILLER.

At a later date Mr. Miller sent a plat of the ground and the complaint was taken up with the railway company.

On April 16, 1898, Mr. W. G. Collins, general manager of the railway company, stated that:

"Upon investigation, I find that Mr. Miller does not ask for a private or farm crossing, but for a public highway crossing, which would be midway between the public roads now open, which are about a half a mile apart. At the point he desires the crossing the grade is heavy; the banks are from six to seven feet high. There appears to be no necessity for a public highway at this point, as there are public highways one-quarter of a mile each side of it. We must, therefore, decline to grant the request."

The case was the subject of considerable correspondence and finally on January 22, 1898, after due notice had been given, the commissioners personally inspected the premises and heard such statements as either party desired to make. The commissioners found the conditions practically as represented by the complainant; that Mr. Miller had no way of reaching the highway from his farm except by going on some other man's land or else by way of the twenty-five-foot strip mentioned which he had purchased, and which in order to be used must be opened across the railway rightofway and track.

While there were some features that were objectionable to the opening of this railway as suggested by Mr. Miller, yet the commissioners felt that that was the best thing to do for all concerned and so recommended to the railway company. Propositions and counter propositions passed between the complainant and the railway company until finally the agreement was reached that the company should open the roadway, and place gates of proper construction, and the case was closed upon the records of the board.

Des Moines, Iowa, November 28, 1900.

No. 2223—1900.

W. S. BROWN, MANSON, IOWA,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY.
Overcharge.

Complaint filed April 5, 1899.

This was a complaint concerning an overcharge on several cars of stone, etc. Before the board did anything in the matter it was advised that the Illinois Central Railroad Company had made adjustment satisfactory to the complainant.

Des Moines, Iowa, November 24, 1900.

No. 2224—1900.

Chicago, Rock Island & Pacific Railway Company, in matter of petition for permission to condemn additional depot grounds at West Liberty, Iowa.

Application filed April 7, 1900.

Upon receipt of the application, as noted herein, the board fixed April 20, for hearing, with notices served on the proper parties.

At the hearing it was developed that the land desired was wrongfully described in the petition and notice, and the application was withdrawn by the railroad company.

Des Moines, Iowa, Nov. 23, 1900.

No. 2225—1900.

W. P. GEORGE, KELLEY, IOWA,
vs.
CHICAGO & NORTH-WESTERN, RAILWAY COMPANY.
Inaccessibility of team track.

Complaint filed April 18, 1900.

Mr. George complained to the Board as follows:

"We have but one place along the railroad tracks in our little town of Kelley that we can load and unload cars from wagons without going between the railroad tracks. A lumberman is putting up a building on this piece of ground he claiming a lease from the railroad company for this piece of ground. We will now have no place to drive a team to load or unload a car without driving in between the tracks and remaining there until we have unloaded the wagon load and whatever we might have to load. Please inform me if the railroad company does not have to furnish a place to unload and load cars without driving between the railroad tracks to do so, or are we compelled to drive in between the railroad tracks to load or unload cars."

The complaint was immediately taken up with the railway company and on May 1, Mr. W. A. Gardner, general manager, said:

"There seems to have been some little local difficulty between the people at that point. We sent our superintendent there and at our expense moved a certain lime house, which I think has proved generally satisfactory."

Mr. George was asked to advise the Board if the matter was not satisfactorily adjusted, and as nothing has been heard from him it is so regarded.

Des Moines, Iowa, December 1, 1900.

No. 2226—1900.

WILLIAM ANTRIM, RANDOLPH, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Insufficient drainage.

Complaint filed April 21, 1900.

The complainant in this case wrote the Board as follows:

"I own the N ½ S E ¼ section 9, township 70, range 41, Fremont county, which is crossed by the C., B. & Q. Railroad, north and south and a little to the west of the center. The natural water way and slope of the ground is west, and the land on my north line is lower than the south side next to Deer Creek, and the railroad company have no water way on or near my north line, consequently the railroad makes a dam and forms a basin as shown in plat. I have notified the section foreman and they took no steps to give me a water way. Then I wrote Mr. J. H. Duggan in regard to the matter about three weeks ago, and he has made no reply. Two years ago I lost the crop on this ground and most of the crop last year, and it can be easily seen the railroad dams a natural waterway at this place. The railroad company did have a cattleguard on my north line. As long as that was there open the water ran through there, but a few years ago the railroad filled it with dirt. I wish you would take this matter up with the C., B. & Q. railroad and see if they will not put in a waterway at that place."

Complaint was taken up with the railway company and Mr. C. M. Levey, on April 26, 1900, advised the Board that he had had the matter investigated and found that the bed of the stream had been gradually filling, in which, at times of high water, naturally overflowed a great surface. He also stated that they would put in another culvert and believed that would remedy the trouble. On April 30th the Commissioners asked Mr. Antrim to advise them in case the proposed culvert did not remedy the difficulty, and as nothing has been heard from him the case may be regarded as closed.

Des Moines, Iowa, December 1, 1900.

No. 2227—1900.

A. F. MEYER, BOYER, IOWA,
vs.
ILLINOIS CENTRAL RAILROAD COMPANY.
Failure to fence.

Complaint filed April 23, 1900.

This was a complaint against the Ft. Dodge and Omaha Railway company, the new extension of the Illinois Central Railroad system, on account of failure to properly fence right of way. The complaint was taken up with the railway company and was found to be satisfactorily adjusted.

Des Moines, Iowa, December 1, 1900.

No. 2228—1900.

HORNICK MILLING COMPANY, HORNICK, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Building spur track to mill.

Filed April 24, 1900.

The Hornick Milling company wrote the board stating that they were operating a one hundred-barrel flour mill adjoining the right-of-way of the C., M. & St. P. Ry. Co., in the town of Hornick; that they had requested the railway company to put in a side track to the mill, which the company had refused to do; that a mill of similar capacity and similar location in an adjoining town had been furnished side track facilities and the complainants, therefore, were at a great disadvantage in meeting their competition. The case was taken up with the C., M. & St. P. Ry. Co., and after some considerable correspondence had passed between the board and the general manager of the railway company, Mr. H. R. Williams, he answered the complaint, substantially stating that the mill is located about fifteen feet outside of the right-of-way, and in such a position that it would require a side track about five hundred feet long to reach it; the business of the complainants over the respondent line, from January 1st to May 20th, gave earnings of only $50.14; that under such circumstances the company did not feel warranted in building the side track requested.

Replying to Mr. Williams' statement, the complainants replied at some length, stating that their mill had only been in operation since February 1st, and while they had not shipped out much flour or feed, it had been partially owing to the expense of getting cars loaded; that the milling company had paid the railway company in freight charges on lumber, brick, machinery and coal, something over $500.00. The complainants insisted they should be supplied with side track facilities.

The commission again placed the matter before the railway company with the request that the case receive as favorable consideration as possible, and at the same time the complainants were advised that it was very questionable whether the board would have any authority to order a railroad company to construct a side track such as requested.

The commissioners were not successful in inducing the railway company to provide the facilities requested. General Manager Williams, in one of his letters, wrote that "I beg to say that we feel we have given this matter as favorable consideration as the facts in the case will justify. There has been no business done by this mill up to the present time that would warrant us in going to any expense in furnishing them a track, and there seems to be no prospect of their doing enough business to warrant such an expenditure."

On August 15, 1900, the commission advised the complainants of their inability to bring about an adjustment of the matter and as there seemed to be no authority in the statutes for the board to make an order in such a complaint as theirs, the case would be considered closed.

Des Moines, Iowa, November 20, 1900.

No. 2229—1900.

In the matter of obstruction of streets in the town of Sumner, by trains of the Chicago Great Western Railway company.

This was a matter that was called to the personal attention of the Board by the county attorney of Bremer County, about April 25, 1900.

The Commissioners took the same up with the railway company, who advised the Board that the cause for complaint would be removed.

Des Moines, Iowa, December 1, 1900.

No. 2230—1900.

JOHN GRIFFIN AND OTHERS, HEDRICK, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL, RAILWAY COMPANY. } *Farm crossing.*

Complaint filed April 30, 1900.

Under date of April 30, 1900, there was filed with the Board complaint as follows:

"John Griffin, Mrs. Griffin and Mima Sylvester, are the owners of a 40 acre tract of land in Benton township, Keokuk county, Iowa.

The Chicago, Milwaukee & St. Paul Railway has a right of way over this tract, dividing said track of land into two parcels, leaving one parcel to the east containing about 15 acres, and a parcel to the west of said railway right of way, containing about 25 acres.

The railroad crossing heretofore existing, which enabled the parties to have access from one parcel to the other, has been closed by the company, leaving no means whatever of entering onto the east parcel.

We have requested the company to put in a crossing, but can get no reply from them.

At this season of the year, the delay of even a few days only, may cause great damage to the owners of the aforesaid land because the ground must be prepared for the corn crop.

The crossing heretofore existing passed under the railroad track, and would be much preferred, as Mr. Griffin is very old and almost blind. But if we are not entitled to the old crossing, we will be satisfied with the kind of crossings generally furnished to owners of land situated as this is.

The company could without any expense to themselves, reopen this cause-way, by removing the wooden culvert placed there by their workmen. They have not, as yet, filled in with other material, and the removal of the culvert would be an easy matter.

The owners of this tract of land are poor people and cannot afford to enter into litigation if they can possibly avoid it.

We believe this matter is within your jurisdiction, and we therefor appeal to you for relief.

Trusting this matter will have your immediate attention, and anticipating an early reply, we beg to remain,

GEO. B. BAKER,
Attorney for J. Griffin.

The complaint was at once taken up with the railway company and subsequent to some correspondence had with reference thereto, Mr. H. R. Williams, general manager, advised the Board that the complainants had been furnished with satisfactory crossing. On May 28, 1900, Mr. George B. Baker, attorney for the complainants, wrote the Board that his clients had decided to resort to the courts for redress.

Des Moines, Iowa, December 1, 1900.

No. 2231—1900.

MRS. S. E. RING, MAPLETON, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY
} *Damage by fire.*

Complaint filed April 30, 1900.

The complainant in this case stated that the company had declined to settle with her for loss of meadow and fence by fire started from an engine belonging to the railway company.

Mrs. Ring was advised that this was a matter that should properly go to the court as the board had no authority to render judgments for money damages, but that the attention of the railway company would be called to her claim.

In answering this complaint Mr. W. A. Gardner, on May 19th, stated that they had investigated this matter three times and could find absolutely nothing to the claim that she made. Mr Gardner said, however:

"If any evidence can be produced to the contrary, we will be pleased to give it consideration, but, as I have said, we have already gone into the matter three times and I cannot hold forth any encouragement to Mrs Ring, as the company is in no wise liable to her"

The commissioners advised Mrs. Ring of the position of the railway company in the matter and she notified the board that she would place the case in the hands of her attorney for suit.

Des Moines, Iowa, December 1, 1900.

No. 2232—1900.

In the matter of a petition of the Chicago, Ft. Madison & Des Moines Railway Company, for permission to condemn additional depot grounds in Jefferson county, Iowa.

Application filed May 2, 1900.

The commissioners fixed May 16, for a hearing in the above matter, but on May 14, 1900, the attorneys for the railway company called at the office of the board and stated that they had made an amicable adjustment with the property owners and withdrew the application.

Des Moines, Iowa, November 27, 1900.

No. 2233—1900.

JAMES MCGONEGLE, DELMAR, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Farm crossing.

Complaint filed May 2, 1900.

Hon. Frank P. McGinn, of Clinton, Iowa, filed with the Board a complaint setting forth that Mr. James McGonegle, living one mile east of Delmar, and owning land on both sides of the C. M. & St. Paul Railway, "had repeatedly requested the company to construct a private crossing at some convenient place that he might go from one field to another on the opposite side of the railroad; that the company put in a crossing, but in doing so, ignored the owner's request entirely, and made the crossing at a place so inconvenient for the land owner that he cannot use it at all."

The case was at once taken up with the railway company and after considerable correspondence had passed between the Board and the company, Mr. H. R. Williams, general manager, on June 6, 1900, wrote the Board, stating that he found upon investigation that the grade was changed at this point about ten feet which made it impossible to continue maintaining the farm crossing in the old location, that the point at which the new crossing had been placed was the best possible place for it, but as it did not suit Mr. McGonegle the company had selected another location which was entirely satisfactory to the complainant.

Mr. McGinn was asked to advise the Board if the matter had not been adjusted to the satisfaction of his client, and as nothing has been heard from him the case is closed.

Des Moines, Iowa, December 1, 1900.

No. 2234—1900.

VIRGIL ROBERTS, KNOXVILLE, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Delay in shipment of nursery stock.

Complaint filed May 2, 1900.

Mr. Virgil Roberts complained to the Board that he had ordered 100 peach trees which had been shipped to him from New Sharon on April 19; that on April 30, at 2 o'clock he got notice from the C., B. & Q. agent that the trees were there and he went after them and had them in his wagon and paid the freight; that in writing the receipt he put in the words "in bad order" because he believed it was bad order to hold trees that are perishable eleven days, in going from New Sharon to Knoxville; that the agent declined to take such a receipt, put the freight money in the wagon and took the trees back to the freight house.

The Commissioners sent the complaint to Mr. J. M. Bechtel, division freight agent of the C., B. & Q. Railroad company, Burlington Iowa.

On May 7th the Commissioners received file papers from Mr, Bechtel, showing that painstaking investigation had been made of this complaint, which file was accompanied by the following letter from Mr. Bechtel:

Yours of May 2d with complaint of same date from Virgil Roberts in regard to peach trees from the New Sharon Nursery in which Mr. Virgil Roberts says "they were shipped 19th of April, and yesterday at two o'clock I got notice of the C., B. & Q. Railroad company's agent that a box of trees was there for me," etc.

I referred the papers to our agent as per my letter of May 3d herewith attached. You will see what our agent says under date of May 4th. The box of trees was received by us at Maxon on April 20th and received at Knoxville, 5:45 p. m., April 21st.

The trees not being called for on Monday, the 23d, a postal card was mailed to the consignee. This not bringing any reply, another one was mailed on April 27th, and our agent states that on the afternoon of April 30th, nine days after the goods had been received at our station at Knoxville, Mr. Roberts called for the trees and insisted on receipting for them in bad order.

I think our agent was right in refusing to accept the bad order receipt for trees which had laid nine days in our freight house awaiting delivery.

Of course we are sorry that a matter of this kind is brought to your attention, but from the statements attached I think you will see that we did our entire duty and are not responsible in any way either by negligence or carelessness in failing to deliver these trees sooner, and even if they were spoiled or in bad order it was not our fault. As our agent states Mr. Roberts lives ten or twelve miles from Knoxville, and knowing when the trees were shipped, it seems natural that he would watch out for them and get them just as quick as they arrived."

On May 7th, the Board wrote Mr. Roberts, stating that there seemed to be no delay in the shipment in question that called for any action of the Board. He was also advised to see the agent at Knoxville as it was believed he could adjust the matter to his satisfaction.

Des Moines, Iowa, November 23, 1900.

No. 2235—1900.

LINDSAY LAMB, WHAT CHEER, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Under-grade farm crossing.

Complaint filed May 12, 1900.

The complaint filed in this case was as follows:

"Your petitioner, Lindsay Lamb, being duly sworn on oath, states to your Honorable body that since 1883 he has been and still is the owner in fee simple of the following real estate in Keokuk County, Iowa, to-wit, the Sw ¼ of the Sw.¼ of Sec. 21, Tp. 76, R. 13, west of the 5th P. M., Keokuk county, Iowa. That the Chicago & Northwestern Railway Company now owns and operates a railway across said land and has now owned and operated the same since the year 1884. Your petitioner owns all of said real estate, and on both sides of said railway. That in order to fully enjoy and obtain access to all of said land it is necessary that said railway company build and maintain a crossing of said railway; that there is a culvert or bridge on said railway where the same crosses said land, which is twenty feet high and is a safe and convenient place for an under crossing to be maintained.

"Also, your petitioner further states that in the year 1884 the Ottumwa, Cedar Falls & St. Paul Railway Company purchased the right of way across said lands, and by an instrument in writing, in which said right of way was conveyed as above stated, agreed to maintain two crossings, one being a surface and one an under crossing, said under crossing being at the place above described, and that the franchise, right of way and property of said Ottumwa, Cedar Falls & St Paul Railway Company is now and has been, since 1884 A. D., owned by said Chicago & Northwestern Railway company, it having succeeded to all of the rights and liabilities of said Ottumwa, Cedar Falls & St. Paul Railway Company.

"Said Company, the Chicago & Northwestern Railway Company, although frequently requested to do so, has refused and failed to put in and maintain said crossings, or either of them, and your petitioner has been greatly damaged and put to great inconvenience by such refusal and failure. Wherefore, your petitioner asks that the said Chicago & Northwestern Railway Company be compelled to build and maintain said crossing."

The complaint was at once taken up with the railway company and later, on June 21, 1900, the commissioners were advised that the railway company had adjusted the matter to the entire satisfaction of Mr. Lamb.

Des Moines, Iowa, December 1, 1900.

No. 2236—1900.

W. L. TAYLOR, SIBLEY, IOWA,

vs.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Under grade farm crossing.

Complaint filed May 21, 1900.

On May 21st, there was filed with Commissioners complaint as follows:

"*To the Honorable Board of Railroad Commissioners of the State of Iowa:*

Your petitioner, W. L. Taylor, of the county of Osceola, and state of Iowa, respectfully represents and shows to your honorable body, that for more than fifteen years last past, he has been the owner and occupant of the northwest quarter of section five (5), in township ninety-nine (99), range number forty-two (42,) west of the fifth principal meridian, in said county of Osceola, and state of Iowa; and for about twelve years last past, he has been the occupant of the west thirty-five rods, (or acres,) of the Northeast quarter of said section five (5,) and the whole of each parcel or tract of land is under cultivation, occupied and farmed by the said W. L. Taylor.

"That he also keeps, and raises upon said farm, large herds of stock including sheep and hogs.

"That the Burlington, Cedar Rapids & Northern Railroad company has and owns the right of way over and across the said lands owned and occupied by said Taylor as aforesaid, and the cultivated lands thus owned by him are situated upon both sides of said railroad line.

"That ever since said railroad was permitted to cross said lands there has been maintained by said company a closed crossing, or gateway, at a point on said lands at or about the center of the northeast quarter of the northwest quarter of said section five, and by means of which said Taylor could, by opening the gates,

cross said line of railroad, but there are no cattle guards at said crossing, nor has there ever been, so as to prevent the stock from going upon and along the right of way of said railroad when they are being driven across the track at said point.

"That until about two years ago the said railroad company has had and maintained a bridge at a point on its line about thirty-five rods east of the east line ot the said northwest quarter of said section Five (5,) through and under which said bridge, stock could be and has been driven by said Taylor, across the right of way, and the said crossing has been kept open for the use of the owners of the lands situated on each side of said line of railroad, and the same has been constantly used by said Taylor for such purpose, from the time he bought the said strip of land from the west side of said northeast quarter of said section Five (5,) up to the time above mentioned, (two years ago,) at which time said company built a new bridge at said point, but in such a manner as to prevent the use of the same for the purpose of crossing the said right of way.

"That by reason of the fact that the original bridge at said point was so constructed as to allow stock to cross and recross the said right of way, and was being used for such purpose by the owner of the land on each side of the said line of road, the said Taylor was induced to purchase a strip of land about thirty-five rods wide off the west side of said northeast quarter so that he might have the benefits of the said crossing; and while he was using said crossing he could get along without any change in the gateway at about the center of the northeast quarter of the northwest quarter of said section Five (5,) but as he is now deprived of the same he is compelled to use only the said gateway for driving all kinds of stock across the right of way, and in most cases this requires more than one man in order to prevent the stock from going up or down along the right of way inside of the fence, and thus causes a vast amount of trouble, expense and worry, and is attended with great danger to the stock from passing trains.

"That your petitioner asks only that the said railroad company put in cattle guards at said point so as to prevent the stock from following the track along the right of way. That the expense thereof would be very trifling, and the point at which he asks this be done is in all respects a proper place, and a convenient one.

"That he has on different occasions talked with employes of the said company concerning the matters above related, and has caused written notices to be served upon the said company asking and demanding the putting in of said cattle guards at said point, but his requests and demands have been in vain; that the said company has failed and refused and still fails and refuses to comply with his request and demand. Copies of the notices served upon said company are attached to this petition and are to be considered as a part thereof.

"A plat of the lands hereinbefore described showing the location of the buildings of your petitioner, the line of railway, and the point at which he desires a cattle guard put in, and maintained, is attached hereunto for reference, and also made a part hereof.

"That said railroad company is bound, under the laws of the state of Iowa, to comply with the request of your petitioner, to-wit: Section 2022 of the Code of Iowa.

"WHEREFORE, and by reason of the foregoing facts and premises, your petitioner asks that your honorable body make an investigation concerning the matters and things herein related, and at an early a day as practicable, and such orders made as you may deem proper, just and reasonable.

W. L. TAYLOR,
Petitioner."

The Commissioners took the case up with the railway company at once. Several letters passed between the Commissioners, the railroad company, and the attorney for the complainant, the final outcome of which was that the Board was advised on October 1, by Mr. W. P. Brady, general agent, B., C. R. & N. Railway company, that "all matters and things pertaining to this complaint have been satisfactorily adjusted with Mr. Taylor."

On October 5th the Commissioners wrote the attorney for the complainant stating the Board had been advised to the above effect, and unless he was heard from to the contrary, this would be regarded as closing the case. Nothing further has been filed in this matter.

Des Moines, Iowa, November 22, 1900.

No. 2237—1900.

LOUIS SCHWAB, MORNING SUN, IOWA,
vs.
IOWA CENTRAL RAILWAY COMPANY.
Under-grade farm crossing.

Complaint filed May 22, 1900.

On May 22, 1900, Mr. Louis Schwab, of Morning Sun, wrote the board substantially as follows:

"That he is the owner of a farm near that place through which the line of railway is operated; that he purchased the farm from one Harry Huttig, who had purchased the farm from William J. Read, who owned the farm at the time the Iowa Central was constructed through it; that the railway company had made a written contract with the same Read to maintain one cattle way and two over-ground crossings; that the children of the said Read now living will testify to the fact that they saw such a contract shortly before the death of Mr. Read, but that the contract was lost during the administration of the Read estate; that the crossings provided under that contract were used continuously for seventeen years; that now the railway company has filled the bridges and graded the other crossing to a depth of eight feet so that he cannot use the same."

The complaint was taken up with the Iowa Central Railway Company and Mr. Schwab was advised that the statute of this state covering private farm crossing (section 2022, Code 1897) had been interpreted by the supreme court of the state substantially that grade crossings would rule, and that to enable a land owner to any other kind of crossing, extraordinary conditions must be shown which would render a grade crossing inadequate. The complainant was also advised that if he could prove the terms in the contract mentioned by him the courts would be the proper place to inforce the same.

The railway company, by Mr. Clark, general manager, wrote the board on May, 31, stating:

"I find, upon investigation, that our deed for right of way across the land now owned by him makes no provision for crossing either over or under ground, nor have we any record to show that there was ever any contract made between this Company and the former owner of the land providing for such crossing. Our bridge, No. 889, which was located near the east side of Mr. Schwab's land, was filled in December, 1899, and no objections were made by Mr. Schwab until the work was completed.

"As to his private crossing at grade, it was impossible for us to maintain it at the same location while this work was in progress, and we gave him a temporary crossing a little further east, and this has been used ever since. It is our expectation to arrange for matter of permanent crossing at an early date. In fact, our engineer has just had an estimate made of the amount of grading necessary to give him a crossing at the point he desires, and we expect to be able to arrange it satisfactorily to him in a very short time"

The commissioners suggested to the railway company that it should make some effort to adjust matters with complainant, and as the railway company, acting upon such suggestion, finally made adjustment with Mr. Schwab, to his entire satisfaction, the case is closed.

Des Moines, Iowa, November 22, 1900.

No. 2238—1900.

SEIBERT BROS. & COMPANY, FOREST CITY, IOWA,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.
Site for elevator.

Complaint filed May 22, 1900.

On date named, Seibert Bros. & Co., of Forrest City, filed with the Board complaint as follows:

To the Honorable Railroad Commissioners of the state of Iowa:

The undersigned complainants respectfully state:

That they are a co-partnership engaged in the general merchandise, live stock and grain business, at Forest City, Iowa, that they have been engaged in the grain business at Forest City, Iowa, since about the month of May, 1899.

That said complainants sometime during the month of February or March, 1899, intending to engage in the business of buying and shipping grain at Forest City, and wishing to ship the same over the line of the Burlington, Cedar Rapids & Northern Railroad company, applied to the said company for a site on which to erect a grain elevator, and said company having available ground for that purpose and having granted sites to other parties who wished to engage in similar business, the complainants wishing to ship largely over the said company's line, applied for such a site adjacent to their tracks on land owned by the said company and which was available for such purpose at Forest City, on substantially the same terms as the said company had granted, and was granting similar rights and privileges to other dealers in grain at Forest City, as aforesaid.

That although the said company had been in the habit of granting, and had granted this privilege to other dealers, and had plenty available land for that purpose, they did refuse and have since refused to grant the complainants this privilege.

That the complainant was compelled by reason of this refusal to lease some ground some distance from the said company's tracks and erect thereon an elevator, which they did in the month of March 1899. That some time after the said elevator was completed the complainants applied to the company for the privilege of erecting an elevated chute from their said building to the company's track for the purpose of running the grain from the said elevator to the said company's cars, but this privilege has also been refused the complainants by the company. That by reason of the refusal of the said company to grant the site asked for the said complainants were and are compelled to haul their grain in wagons from their said elevator to the said company's track, a tedious and expensive operation, which would not be necessary if the privilege asked for was granted. Your complainants also state that on or about the month of August 1899, the said complainants wishing to engage in the coal business, and the said company having sites along their track which they were in the habit of granting, and had granted to parties wishing to erect coal sheds thereon, and the said complainants wishing in the course of their business to ship all the coal that they might receive over the said company's line at Forest City, applied for a site on which to erect a coal shed on substantially the same terms as those granted by the

company to other parties for similar purposes. That a site between the two elevators on the railroad ground was at first promised the complainants; but was afterwards refused and granted to other parties for the same purposes.

For the reason stated the complainants claim that they have been greatly discriminated against, that in various ways the dealers possessing elevators and sheds adjacent to the company's tracks and on its grounds can conduct their business more economically and conveniently than those not possessing them. That the permission granted to other parties by the said company to erect elevators and coal sheds on their ground, and the refusal by them to give the said complainants the same rights and privileges, operates as as a discrimination in favor of said other parties and against the complainants and is unjust, unreasonable, and in violation of the duties of said company as a common carrier. Wherefore, we ask that the matter be investigated by your Honorable Body and some time be set for a hearing, and that if our claims are substantiated by evidence, that an order be made requiring the railroad company complained of to grant us the sites that we have asked of them and which we now ask for.

Very respectfully,

SEIBERT BROS. & CO.
By P. SEIBERT.

Forest City, Iowa, May 19, 1900.

The matter was at once taken up with the railway company, and after some correspondence had been had with the railway company, Mr. W. P. Brady, General Agent, wrote the board as follows:

Fully answering yours of the 11th and acknowleding receipt of yours of the 26th inst., referring to the above complaint, I would say that Seibert Bros. & Co. are engaged in the merchandise business at Forest City and the entire time of the firm is not devoted to the grain business, but, as I understand it, that branch of their trade is made incidental to their other business affairs. When they first applied for a site on which to construct an elevator the demands of the grain market at and in the vicinity of Forest City were thoroughly investigated, and it was found that the two modern elevators that were already located on our depot grounds, and the facilities of the connecting road for handling the business tributary to that city were ample to accommodate the grain trade of that territory, and hence the application was declined and such action seemed to be taken in good part by one of the representatives of the firm who dealt with us. They subsequently put up a grain receiving house 130 feet from our grain track, on private grounds, without any encouragement whatever from the company that any facilities would be given them to handle grain from that point. Their next request was that the company grant them the right of way for a spout on its ground 130 feet long to convey grain from this building to cars on our side track. I think it will appear obvious to the board that our granting them this seemingly impractical privilege would have only been conceding them a right in another form that had already been declined them, for we believe, good and sufficient reasons. At the time the spout application was made they asked for a location for a coal house, designating a particular point on which they wished to place the building. Knowing that the location that they had selected would interfere with one of our regularly established grain and coal dealers, we declined to accede to their demand, but selected another location, which we would have been glad to have had them built a coal house on. They declined to accept this site, claiming that it was too far from the point near our depot grounds on which they transacted their grain business. This is a detailed statement of our transaction with Messrs. Seibert Bros. & Co. relative to an elevator and coal house site at Forest City. I merely desire to reiterate the statement I have made that the number of grain houses now located on the two roads are ample for the needs of the grain business tributary to Forest City.

The Commissioners in writing to complainants, advised them that their jurisdiction in such matters as complained of by them had been restricted to a large extent by the United States Supreme Court, in what is known as the Nebraska case. (Missouri Pacific Railway company vs. State of Nebraska; 164 U. S., page 403, American and English railroad cases, volume 6, page 157.) The court in that case holding substantially that the State had no power through a commission or otherwise, to dictate to a railway company to whom sites for elevators or warehouses on its right of way should be granted. However, the complainants were advised that if in their judgment and opinion there was not sufficient ground granted or extended to elevator or warehouse operators at Forest City to handle and ship the grain received there, the Board would be pleased to take such action as might be necessary to have such additional facilities provided, but that under

the decision referred to the Board would not be inclined to interfere with the railway company, with reference to whom such additional grounds or privileges should be extended.

Nothing further having been heard from the complainants, the case is closed.

Des Moines, Iowa, November 20, 1900.

No. 2239—1900.

C. BUTTLES, CORWITH, IOWA,
vs.
IOWA CENTRAL RAILWAY COMPANY.
Under-grade farm crossing.

Complaint filed May 23, 1900.

Mr. C. Buttles, of Corwith, Iowa, made complaint to this Board substantially as follows:

"That about a year ago the Iowa Central cut through his farm in Hancock county; that the railway company agreed in the deed to put in underground and farm crossings subject to his approval; that up to date they have not provided any crossing; that he was unable to use his feed lot all winter on account of no crossing and today is using his feed lot by driving half a mile through his oat field, to the damage of his growing crop; that he is greatly inconvenienced by the neglect of the Iowa Central Railway company to fulfill its contract."

In replying to this complaint Mr. T. E. Clark, general manager, wrote the Board on May 31st, as follows:

"Beg to advise that this is the first we have heard in regard to this and I think that if Mr. Buttles had taken the matter up with us in the first place, it would not have been necessary to have complained to your honorable board.

"I find, upon investigation, the right of way contract provides that necessary crossings shall be put in and maintained. There is now a trestle sixty-four feet long, close to Mr. Buttles' feed yard that is used as a driveway. He also has a private crossing about a quarter of a mile west of this. We consider that these two should give him ample crossing. It appears, however, that he now desires an overtrack crossing near the bridge. The cost of construction and maintenance of this would be considerable, and at best would be a poor one. From all that I am able to learn we have fully complied with the requirements of the deed and Mr. Buttles is well taken care of in the matter of crossings."

A copy of the foregoing was sent to the complainant who wrote the Board again on June 26th, at considerable length reiterating his former complaint and reaffirming that he had a contract with the railway company providing for such crossing as he desired. A copy of this latter communication was also sent to Mr. T. E. Clark, general manager of the railway company, who wrote the Board on June 28th, that he had instructed the operating and engineering departments to, if possible, arrange matters to the entire satisfaction of Mr. Buttles.

On the 11th day of August, 1900, Mr, Buttles wrote the Board, sending a copy of the deed given by him to the railway company for the right of way through his farm. In the letter sending the deed Mr. Buttles said:

"With this I hand you copy of my deed to the Iowa Central Railway company. They have two deeds, but it would seem this is the only one they put on file, the other deed is for the Southwest one-fourth of 11," etc., etc.

On August 13th, the Board wrote Mr. Buttles as follows:

"Replying to your favor of August 11th, you state that the deed in which the proviso was made for undercrossing, hog tight fence, etc., was not filed by the company for record. Is the company using the property conveyed in such deed, and if so, have they any title to the property other than the deed referred to might give? If the railway company is using this property they must show some title thereto, or they may be enjoined from such use. You understand, of course, that this Board would have no authority to enforce the terms of a private contract.

"There seems to be nothing in the deed (copy of which you sent us) indicating the kind of crossing and fence to be provided, except the statement "as stipulated in contract." If you have the contract referred to in your possession, or can prove its contents, its terms would be enforcible in a proper court.

'Under the statutes govering any action which may be taken by the Com missioners in these matters unless extraordinary conditions should be found to exist, the railway company could only be compelled to provide you with ordinary fence and farm crossing."

On August 24, 1900, Mr. Buttles promised the Board that he would look up the other deed and also the contract referred to in the copy of the deed which he had already furnished the Commissioners. Nothing further was heard from him, however, until a member of the Commission received a letter from him asking for some action by the Board. Replying to this letter, the Commissioner addressed wrote the complainant as follows on September 21, 1900:

"As I informed you in my last letter I would, I have come to Des Moines and made a thorough examination of the papers in your case and find that you have already been supplied with such crossing as this Board would have authority to give you, viz. one ordinary farm crossing.

"We take all kinds of cases and try to effect settlements, but we have only such authority as is given by the statutes.

"Concerning your contract with the company for an under crossing and a second grade crossing, we can only make an endeavor to bring about a settlement, we have no authority to make an order compelling the company to comply with the terms of such contract. Such a remedy must be sought in the courts.

"You say you would like to have this Board visit your farm. It would be a pleasure for the Commissioners to go to your place, if it was thought they could aid you, but in as much as you seem to be supplied with all that the statute makes provision for, it would seem to be a needless expense to the state, and loss of time to the members of the Board.

"By prepaid express today we send you copy of report of this Board for 1899, in the back part of which you will find the laws of Iowa relating to railways. On page 394 (Sec. 2022) you will see the law with digest of decisions of the supreme court concerning farm crossings."

The case is closed.

Des Moines, Iowa, November 28, 1900.

No. 2240—1900.

F. D. McKay, Adel, Iowa,
vs.
Chicago, Milwaukee & St. Paul Railway Company.
Overcharge.

Complaint filed May 31, 1900.

Mr. F. D. McKay, of Adel, wrote the board that he had been overcharged about 75 cents on a car of nut coal; that the Western Weighing Association weight was 30,000 lbs. and the expense bill called for 33,000 lbs; that the agent at that point does not correct the bills and he had been overcharged eight or ten dollars in this way; that he wanted refund.

The case was taken up with the railway company and on June 15, 1900, Mr. R. M. Calkins, assistant general freight agent of the Chicago, Milwaukee & St. Paul Railway Company, sent the board Mr. McKay's receipt for the refund of the overcharge complained of.

Des Moines, Iowa, December, 1, 1900.

No. 2241—1900.

F. M. Campbell, Randolph, Iowa,
vs.
Chicago, Burlington & Quincy Railroad Company.
Shortage in weights.

Complaint filed May 21, 1900.

Mr. F. M. Campbell, of Randolph, Iowa, complained that in shipping cars of grain the railroad company did not weigh the same until they reached Burlington, St. Louis and Chicago, and that the weights would often run short fifty to one hundred bushels per car of the weights shown when the cars were loaded. He said that the company always said, when he filed complaint, "We have investigated weighing of cars you complained of being short and find no error at this end, and so it must evidently be with your weighmen there, therefore we decline to entertain your claim further and close the case."

The complainant stated that he wished his grain weighed at the first track scales out of Rand.lph and that that weight should govern, rather than the weight at destination.

The complaint was filed with the railway company for investigation. On June 16, 1900, Mr. J. M. Bechtel, D. F. A., wrote the board answering specifically complaints of shortage with reference to certain cars, and, in a general way, made answer as follows:

"Mr. Campbell insists on weighing cars at the first scales after leaving Randolph. Your honorable body would understand and appreciate the fact that this would hardly be a good proof of correct weighing. It is not always a satisfactory way when we cannot weigh the empty back, after having weighed the loaded car over the scales, and the condition of the weather would make a material difference in the weight of the empty car. Cars are weighed and their light weight stenceled on them, either when they are built, or when they are repaired. Years later, the

same light weights are of little value, because of the drying out of the timber, or because of snow, or because of continuous rains making the car heavier. Therefore, our rule is to weigh cars at destination, when the destinations are at such points as Burlington, St. Louis, East St. Louis, Peoria, Chicago, etc. That is an example. At Peoria, when the grain goes to the distilleries, the government weighmaster weighs the grain and is held responsible for the correct weights. We accept their weights At Burlington the grain is unloaded from the cars to the hopper scales and is weighed by the inspector here and we accept his weights.

"We are just as anxious and as much interested in getting actual and getting paid for hauling the actual weights as Mr. Campbell is."

Mr. Bechtel again wrote the board, on August 6th, in further reference to Mr. Campbell's claims, and the complainant was furnished with copies of the above communications.

Nothing further having been heard from Mr. Campbell it is presumed the matter was satisfactorily explained and the case is closed.

Des Moines, Iowa, December 1, 1900.

No. 2242—1900.

CARL WIND, HERNDON, IOWA,

vs.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Blocking street crossing by standing train.

Complaint filed June 6, 1900.

Mr. Carl Wind, constable, Herndon, Iowa, wrote the board as follows.

"We are deprived of the public road crossings every day from ten minutes to one hour and a half by the trains standing on them from three to six times a day. On Sunday the trains come from the north and put their trains on the Y and let them stand there until an engine takes them away, obstructing the highway and detaining people from church. On yesterday a train, freight, going east, with engines 127 and 137, held the crossing so as not to give the school children time to get home for their dinner. This morning's train, freight, going west held the main crossing for thirty minutes; a freight going south held the crossing forty minutes. That is the way every day. Will you please do something in regard to this?"

Attention of the company was called to the matter and steps were taken by the officials thereof to prevent any further cause for complaint.

Des Moines, Iowa, December 1, 1900.

No. 2243—1900.

MRS. IDA S. BEVANS, REDDING IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Under-grade farm crossing.

Complaint filed June 25, 1900.

The complainant in this case stated that she had made considerable effort to get a cattle pass through the railroad embankment, but had been unable to obtain the same. She stated that the railroad line separated the house, barn, well and eight or ten acres of land from the balance of the farm, and that it was a great hardship for her children to drive the stock back and forth daily to water.

The commissioners laid the case before the officials of the railway company and Mr. C. M. Levey, superintendent of Iowa lines, on July 14th, stated that the company was negotiating with Mrs. Bevans and that it was hoped that a settlement would soon be agreed upon.

On July 18, 1900, Mrs. Bevans wrote the board stating that the company had adjusted the complaint to her entire satisfaction.

Des Moines, Iowa, December 1, 1900.

No. 2244—1900.

MENNIG & SLATER, DES MOINES, IOWA,
vs.
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY, AND CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Overcharge.

Complaint filed June 29, 1900.

This was a complaint that the railway companies named were not applying the new classification on pickles as shown by Amendment No. 8. In answer to the complaint the railway companies stated that it was an oversight, that the rates would be applied at once. On July 20, 1900, the complainants advised the Board that they were having no trouble whatever at that time.

Des Moines, Iowa, December 1, 1900.

No. 2245—1900.

M. M. LEWIS, COIN, IOWA.
vs.
OMAHA & ST. LOUIS RAILWAY COMPANY.
Condition of fencing.

Complaint filed July 3, 1900.

The complainant in this case stated that the Omaha & St. Louis Railway run diagonally through his farm, the southwest quarter of section 24, Norton township, Page county, and that the fences all along the right of way were down, and he could not get the company to repair them.

The railway company was advised of the complaint made and it was suggested that the repair should be immediately made.

Mr. W. G. Brimson, General Manager of the Omaha & St. Louis Railway Company, on July 6th, answered as follows:

"Beg to advise that the fences on the line of the Omaha & St. Louis railway have been in generally bad condition. We have built, in the last eight months, something over forty miles of new fences, and our fence gangs are still at work. As a matter of course we are selecting the worst fences first.

"We are also endeavoring to fence pasture lands in preference to tilled fields, and we shall continue this policy. Mr. Lewis will receive attention in line with the above, and if he will be patient, it will be his turn after a while. Incidentally, may say that his fence is not so bad as he indicates."

The complainant on July 15th, advised the Commission that his fence was being repaired.

Des Moines, Iowa, December 1, 1900.

No. 2246—1900.

JOHN JERVIS, CLEVELAND, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
} *Overcharge.*

Complaint filed July 10, 1900.

Mr. John Jervis, of Cleveland, Iowa, complained that on September 21, 1899, he shipped from Keb, Iowa, to Cleveland, Iowa, a house weighing 40,000 pounds; that the capacity of the car was 40,000 pounds; that he paid for this shipment $36.00; that another person had the same kind of a house; that the shipment was the same, with the exception of a short switch, and he only paid $29.00 on a car of 60,000 pounds capacity.

In answering this complaint Mr. J. M. Bechtel, division freight agent, wrote the Board under date of August 10th, as follows:

"In reply to this complaint I can only say that we have investigated the matter very carefully and the shipment referred to on which the lesser rate was made was in error and was passed 'as old lumber' while the fact is, it should have been charged for under the classification as portable house. In other words the case in which the undercharge was made was passed in error and the inspector caught later shipments and applied the regular rate for portable houses."

"As I understand it the rate charged on portable houses as per Iowa classification is correct."

The explanation given by Mr. Bechtel being satisfactory to the complainant the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2247—1900.

TOWN OF RUSSELL, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
} *Request for street crossing.*

Complaint filed July 11, 1900.

Mr. J. D. Lodge, recorder, town of Russell, wrote the Board on July 7th, stating that at a regular meeting of the town council of the incorporated town of Russell held on May 9, 1900, he had been instructed by the council to notify the C.,B. & Q. Railroad company to put in a public crossing on Garfield street in that town; that he had given such notice on May 19, and another notice again in June, but the company had done nothing, and he had been instructed to bring the case to the attention of the Board of Railroad Commissioners.

Mr. Lodge was requested to advise the Board whether the street had been established before or since the construction of the railway; if established since the construction of the railway whether it had been established up to the right of way of the railway company on either side. In replying to this Mr. Lodge on July 13, said:

"Garfield street is not in the original laid out town, but in additions. It was established when laid out, to right of way of track on north side. South side opened to within 110 feet of right of way. This ground, lot No. 22, being same width of street and 110 feet long was purchased for street purposes May 9, 1900."

The commissioners thereupon wrote Mr. Lodge as follows:

"It seems from your letter that no legal measures have ever been taken by your town to establish Garfield street over and across the railroad company's right of way and track. The establishment of a street or highway, subsequent to the building of the railroad, up to and adjoining the right of way on either side, has been held by the courts to be insufficient to entitle the county or town authorities to compel the railroad company to put in a crossing and open their right of way. In other words, the railway company is entitled to the same consideration as other land owners when a street or highway is to be located on their property.

"This Commission has repeatedly held that it cannot compel a railroad company to construct a crossing where a street or highway has not been legally laid out over the railway right of way, notice given, etc., as provided by the Code. The Board of Railroad Commissioners has authority to 'inquire into any neglect or violation of the laws in this state by any railroad corporation doing business therein.'

"Until the street has been legally established across the railroad company's right of way, it can hardly be said that the railroad company is violating any law.

"If you so desire, the Board will take the matter up with the railway company and see what can be done, but, under the statement of facts presented, this Board would have no authority to make any order in this case. The case will await your further advice."

Mr. Lodge wrote the Board on July 23, saying: "Before going further in the matter I will await the advice of our council which will meet August 6."

Nothing further having been heard from him the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2248—1900.

W. R. OWENS, AND OTHERS, TOWNSHIP TRUSTEES, RICHARDS, IOWA,

vs.

ILLINOIS CENTRAL RAILROAD COMPANY.

Excavation near highway.

Complaint filed July 19, 1900.

The complainants in this case stated that the railway company had dug a pit immediately west of the railroad and public road crossing, in another township, and that the said pit was collecting water in such quantities as to become stagnant and threaten the health of the surrounding inhabitants. The complainants asked that the railway company be required to fill this pit or drain it. The matter was taken up with the railway company and after considerable correspondence had passed between the Board and parties at interest, the railway company, through its second vice-president, Mr. J. T. Harahan, advised the commissioners that the pit had been drained, and that the work had been delayed only on account of their being unable to get men to do the same. The complainants were told to write the Board if the drainage was not satisfactory, and not having heard from them, the case is closed.

Des Moines, Iowa, November 20, 1900.

No. 2249-1900.

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY,

vs.

J. M. GROVES, ESTHERVILLE, IOWA.

Application for permission to condemn additional depot grounds at Estherville, Iowa.

Application filed July 20, 1900.

This was a regular application for permission to condemn additional depot grounds and the Board fixed August 7th for a hearing, and issued notice accordingly. Upon the date stated for the hearing, however, the Commissioners were advised by the railway company that the matter had been adjusted and it would not be necessary for them to proceed further in the case.

Des Moines, Iowa, December 1, 1900.

No. 2250-1900.

D. W. HAYNE, ROAD SUPERVISOR, MARSHALLTOWN, IOWA,

vs.

CHICAGO GREAT WESTERN, RAILWAY COMPANY.

Repair of highway crossings.

Complaint filed July 26, 1900.

Mr. D. W. Hayne, road supervisor, No. 4, Timber Creek township, Marshall county, Iowa, complained to the Board that the first two crossings on the Chicago Great Western, west of the city of Marshalltown, were a nuisance to the public and

a disgrace to the community, and asking that measures be taken to have the same put in proper condition.

Considerable correspondence followed, and finally on November 15, 1900, Mr. S. C. Stickney, general manager of the railroad company, wrote the Commissioners that the crossings had been put in proper condition and were now satisfactory to the complainant. Mr. Hayne was asked by the Commissioners to advise them if such was not the case, and nothing having been heard from him it is presumed the crossings are now in a satisfactory condition.

Des Moines, Iowa, December 1, 1900.

No. 2251-1900.

—— STUBBS, HEDRICK, IOWA,

vs.

BURLINGTON & WESTERN RAILROAD COMPANY.

Condition of farm crossing.

Filed July 27, 1900.

The Commissioners, while investigating other complaints in the vicinity of Hedrick, noted that the farm crossing provided for Mr. Stubbs, about one and one-half miles east of that station, had not been properly planked and the attention of the railway company was called to the same. The matter was promptly attended to by the railway company.

Des Moines, Iowa, December 1, 1900.

No. 2252-1900.

JOHN DEADRICK, BY J. C. SCOTT, CEDAR FALLS, IOWA,

vs.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY, AND IOWA, MINNESOTA & NORTH-WESTERN RAILWAY COMPANY.

Under-grade farm crossing.

Complaint filed August 2, 1900.

This was a complaint that the Iowa, Minnesota & North-Western Railway company, in constructing its road had not provided cattle pass as agreed upon. The matter was taken up with the Chicago & North-Western Railway company, to whom the Iowa, Minnesota & North-Western Railway company had been transferred, and after some correspondence had been had, Mr. W. A. Gardner, general manager, advised the commission that a cattle pass had been constructed for Mr. Deadrick, and this being satisfactory to the complainant, the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2253–1900.

W. F. SCONCE, DELPHOS, IOWA.
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Under-grade farm crossing.

Complaint filed August 6, 1900.

The following communication was received by the board from the complainant in this case:

"I am located north of Delphos two miles, or southwest of Mt. Ayr six miles, on the Chariton, Mt. Ayr & Grant City branch of the Chicago, Burlington & Quincy railroad, which runs diagonal through 160 acres of my land cutting my house, barn and half of my land away from water.

"I have a grade of twenty-one feet on my place located in a convenient place for an underground crossing. I have applied at different times to the Chicago, Burlington & Quincy railroad for this crossing but they have failed to do anything for me. I am now feeding two carloads of cattle and one of hogs I am in urgent need of this crossing and think it just and right I should have it, and I now apply to you men that my rights and privileges may be respected, and kindly ask of you to give this your prompt attention and investigate this matter and you will find it just as I have represented, and I am sure you will say I deserve it."

The matter was taken up with the railway company and on September 19, 1900, Mr. C. M. Levey, superintendent of Iowa lines, wrote the board substantially as follows:

"I find that Mr. Sconce already has two private crossings at grade, and we are also permitting him to use an opening through our track for an undercrossing for his hogs. There is a public highway that also furnishes him a good crossing near his home. He has water on both sides of the track for his stock. You will see, therefore, that he already has better facilities for crossing our track than he is entitled to, and very much better facilities than those usually expected or furnished.

"We have just completed some improvements for him at his crossing in the way of better gates, etc., which seem to satisfy him, and I think you will hear no further complaint from him."

A copy of the foregoing was sent Mr. Sconce and as he has made no reply the case is closed.

Des Moines, Iowa, December 1, 1900.

No. 2254—1900.

J. W. CRITCHFIELD, LUCAS, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Overcharge.

Complaint filed August 6, 1900.

The complaint in this case was as follows:

"I have been shipping old houses that I have been taking down for twelve years and have been paying from $11 to $12 per car. I have been loading at

Ottumwa, Iowa, and ship to Cleveland, Iowa. My last two cars cost $36.57 when it should have been $21.64, as I loaded on the same ground and unloaded on same. I have notified the company, but get no satisfaction. You gentlemen please look it up. If they are about to change the rates I think they should let me know."

The railroad company by Mr. J. M. Betchel, division freight agent, wrote the Board in answer thereto on August 7th, as follows:

"Yours of August 6th with one of August 5th from J.W. Critchfield, of Lucas, Iowa, just received, and in reply will say that this matter was up some time ago and we wrote to Mr. Critchfield as follows:

Mr. J. W. Critchfield, Lucas, Iowa:

DEAR SIR:—I find upon investigation that your first shipment was billed as old lumber and went charged at old lumber rate without being detected, whereas it should have been billed as portable houses and a higher rate applied. The truth is, the charges on the car of old lumber should be raised to the portable house rate, or if it is allowed to stand as it is now you are so much ahead. We cannot reduce our rate on these portable or old houses. J. M. B."

"The same answer, I think, would apply to this letter of August 5th, copy of which you have sent me under date of August 5th. The commodities referred to, strictly speaking, are not old lumber—they are old houses such as are called portable houses, as we understand it, and the classification provides and the inspector has so ruled that instead of taking the old lumber rate the rate applicable to old houses should apply."

A copy of the foregoing was sent the complainant and he was advised if he had been shipping portable houses it was proper to apply the portable house rate and not the old lumber rate.

Des Moines, Iowa, December 1, 1900.

No. 2255—1900.

ARTHUR LEE, SUPERVISOR, DUNDEE, IOWA,
vs.
CHICAGO GREAT WESTERN RAILWAY COMPANY.
} *Street crossing.*

Complaint filed August 14, 1900.

Mr. Arthur Lee, of Dundee, Iowa, Supervisor road district No. 1, wrote the commission on August 6, 1900, that about a year previous a street had been laid out in the town of Dundee across the right of way and tracks of the Chicago Great Western Railway Company and although that company had been requested several times to open the street in question, they declined to do so. Mr. Lee further stated that they had but one crossing in Dundee and that there was a new addition south of the railway tracks that would be greatly benefitted by the crossing asked for.

The case was taken up with the railway company, and further correspondence was had with the complainant. This correspondence developed the fact that the street had been established since the construction of the railroad and that the proper and necessary legal steps had not been taken to carry the street across the railway company's property. This being the case the commissioners advised Mr.

Lee that they could make no order, and must of necessity close the case without prejudice.

The railway company, however, by Mr. S. C. Stickney, General Manager, stated that if there was any necessity at Dundee for additional crossing the company would be glad to put it in. Mr. Stickney stated, however, and was borne out substantially by the complainant, that the proposed crossing would be but 300 feet distant from the crossing already provided, that it would cross their station grounds, that there were only about twenty persons or so living south of the track in the town of Dundee and the hardship of going a block extra to get into the business part of Dundee was not so great as to demand the establishing of another crossing or to warrant the extra danger incurred in having a street crossing through depot grounds.

Des Moines, Iowa, November 27, 1900.

No. 2256—1900.

MRS. J. S. IRWIN, TAMA, IOWA,
vs.
CHICAGO & NORTH-WESTERN RAILWAY COMPANY.
Farm crossing.

Complaint filed August 16, 1900.

The complainant in this case wrote the commission as follows:

"Last year when the North-Western Railway company were grading for their double track they made impassable the only road crossing that leads to my farm of 110 acres in sections 24 and 25, in Indian Valley township, Tama county. At that time they said that as soon as they could get their road-bed fixed they would repair the crossing. This they failed to do, and later in the fall they took out the gates and fenced up the right of way.

Now, the fact is, this crossing, although a private one, had been used continually for the last thirty years, and is the only possible way of reaching this land, as the Iowa river closes it on the south and there is no other crossing over the railroad on the north.

At the present time there is twenty-five acres of barley harvested on this land, and I can neither get a threshing machine to the barley, or the barley to the machine.

The railway company's attention has been called to this matter and they have frequently been requested to repair said crossing and open it, but they refuse to unless I sign a release from all injuries that might accrue on this crossing and agree to the grading and pay all other expense incurred in building said crossing, and then they only agree to keep it open until July 1, 1901, at the same time reserving the right to close it at any time; this I refuse to sign.

Will you kindly give this matter the immediate attention it deserves, and if your board does not have jurisdiction in the case, please inform me how I should proceed."

The matter was brought to the attention of the railway company, and Mr. W. A. Gardner, the general manager, wrote the commission on August 22d, stating that two propositions had been presented to the complainant, one looking to the opening of a public highway on the section line, which through failure of parties interested to act, had thus far developed no results. The other proposition was to provide for a private crossing, including the use of a portion of the company's right of way for a short distance, contingent upon Mrs. Irwin's executing the necessary document preserving to the North-Western Railway company its title to the property so used. Mr. Gardner further stated that he hoped a settlement would soon be reached.

On October 13, 1900, Mr. Gardner again wrote the board stating an agreement had been reached with Mrs. Irwin, and the crossing would be put in to her entire

satisfaction. On October 16th, Messrs. Willett & Huber, attorneys for Mrs. Irwin, confirmed Mr. Gardner's letter.

Des Moines, Iowa, November 20, 1900.

No. 2257—1900.

J. H. DURETTE, RANDOLPH, IOWA.

vs.

TABOR & NORTHERN RAILWAY COMPANY.

Imperfect condition of scales.

Complaint filed August 17, 1900.

On August 16th the complainant wrote the governor stating that the stock scales of the respondent railway company, at Tabor, Iowa, did not weigh correctiy. The governor referred the complaint to the Commission, after some correspondence Mr. R. McClelland, manager of the railway company, wrote the Board, stating that the scales had been out of order on account of the rotting of the timbers, but had been rebuilt and were now in perfect order. Mr. McClelland further stated that the scales were private property, and no shippers were obliged to use them, two others being near by, and that their freight charges were not based upon the weights as shown by the scales complained of.

Des Moines, Iowa, November 20, 1900.

No. 2258—1900.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

vs.

JOHN KENNEDY.

Application for permission to condemn depot grounds in Black Hawk county.

Application filed August 23, 1900.

The Board fixed September 19, 1900, for viewing the premises in question, but on September 8th the attorneys for the railway company advised the Board that the matter had been adjusted to the satisfaction of both the railway company and the land owner.

Des Moines, Iowa, December 1, 1900.

No. 2259—1900.

G. J. GITTINGER, CHARITON, IOWA,

vs.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Highway crossing.

Complaint filed August 28, 1900.

On August 22, 1900, Mr. G. J. Gittinger, Township Clerk, White Breast Township, Lucas County, wrote the Board as follows:

"The Board of Supervisors of this county, (Lucas) about one year ago, located a highway in this township, which crosses the tracks of the Chicago, Burlington & Quincy Railway.

Personal notice was served upon all residents interested, who might claim damages, and notice by publication only upon the railroad company. Quite a number presented claims for damages which were paid by petitioners for road. The railroad company made no claims for damages, and received nothing. This spring the highway supervisor notified the Road Master of the railroad company to put in a crossing where the new highway crosses the railroad tracks, but no attention was paid to his notice, I then as Township Clerk by order of the Trustees notified the division superintendent to have said crossing made as soon as possible; this brought the roadmaster out to see me and he said he would put in the crossing, also present a bill to the county for $400.00 to pay for same.

"What I want to know is this: First, are they entitled by law to any sum? Second who has to pay for crossings when a new highway is laid out which crosses a railroad?"

The complaint was sent the railway company, and the Commissioners asked that the genereral solicitor of said company state to the Board his view of the legal questions involved in Mr. Gittinger's inquiry.

On November 21st, Mr. C. M. Levey, superintendent of the Iowa division, wrote the Board as follows:

"I am sorry not to have been able to have sent you earlier reply respecting highway crossing in Whitebreast township, Lucas county, Iowa, about which you wrote us some time ago, but I have only just been able to complete my investigations of the matter.

"While we think that there is sufficient grounds to warrant us, if we desired, in resisting the opening of this highway as not legally established, we have concluded nevertheless to build wing fences, put in cattle guards, crossing signs, and crossing planks over our tracks at this crossing, whenever the authorities have completed the grading of the highway up to our tracks so that crossing can be used."

In sending a copy of the above to Mr. Gittinger he was told that unless he was heard from to the contrary this would be regarded as closing the case. Nothing further has been heard from complainant.

Des Moines, Iowa, December 1, 1900.

No. 2260—1900.

T. C. CUNNINGHAM AND OTHERS, VINTON, IOWA,
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

Request for through freight service.

Complaint filed August 30, 1899.

This was in the nature of a request that the railway company be required to stop its through freight train at Vinton to accommodate the dealers at that point desiring to receive fruit, etc., by that train.

The case was taken up with the railway company, and on September 15, 1899, Mr. Brady, General Agent of the company, made answer as follows:

"Fully answering yours of August the 30th, submitting a copy of the complaint of Mr. Cunningham and others relative to the manner in which through freight from Chicago, consigned to parties at Vinton, is handled at Cedar Rapids while in transit, I would say that I do not believe this company should be criticised for simply following the rules and regulations governing the operation of railroads made necessary by business competition. It is a regulation of all railroad companies to run through freight trains for the same purpose for which through passenger trains are operated, viz., to meet fast time schedules at competitive points, and, should the company not pursue this plan in handling this class of traffic, it would daily be subjected to a great pecuniary loss.

"It is our desire to treat all of our patrons as fairly as the rules of active competition will permit, but I think it will appear obvious to the Board that should we fail to meet the requirements of our patrons, say at Waterloo, and other cities on our line similarly situated, in the matter of the time of transporting goods from Chicago, we would soon be without any through business to these points.

"We realize that Vinton is one of the prominent stations on our road, and as an instance that we have not discriminated against it as a community, in any way, I would simply cite the fact that notwithstanding the Burlington, Cedar Rapids & Northern is the only line running through it, we are at the present time spending more in improvements in that city than at any other station on our road, whether junction, competitive or otherwise. This, I think, will appear to you as sufficient evidence that we have the welfare and prosperity of that city in view, and that it is not our intention to do anything to cause an unusual or unjust discrimination against it either as a corporation, or the persons transacting business within its borders."

A copy of the foregoing was sent the complainants, and later investigation developed that the fruit shipments were in such small quantities, and from so many localities as to hardly justify any interference with the running of this through freight train.

Des Moines, Iowa, December 1, 1900.

No. 2261—1900.

PARSONS BROS., LURAY, IOWA,

vs.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Bad condition of right-of-way fences.

Complaint filed September 10, 1900.

The complainants in this case wrote the board, that upon their stock farm near Luray, the railway company's fences were in a bad condition, and although they had made effort to have the same repaired, the company had done nothing; that they had several head of stock killed and wanted the fence repaired to prevent further loss.

The complaint was taken up with the railway company, and finally on October 12th the commissioners were advised that the fences had been thoroughly repaired.

Des Moines, Iowa, November 20, 1900.

No. 2262—1900.

J. D. MORRIS, HORNICK, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Concerning cars for hay shipment.

Complaint filed September 11, 1900.

The complainant in this case wrote the board stating that the agent of the company had declined to let him have a car to ship his hay; that he was under agreement to ship three or four cars of baled hay to Sioux City; that the hay was exposed to the rain, etc.

The commission took the matter up with the railway company by telegraph, asking the railway company to afford Mr. Morris some relief. Immediately came the telegram that Mr. Morris would be supplied with cars. Later, on September 12th, Mr. Williams wrote the board as follows:

"Upon investigation I find that the furnishing of cars for shipments of hay to Sioux City from Hornick was stopped on account of the cars not being unloaded promptly after their arrival at Sioux City, as, evidently, the hay was not needed for immediate use at that point, and with the demand for cars all over the system we cannot afford to have them tied up waiting to be unloaded.

"Assuming, however, that this particular hay will be unloaded promptly we have arranged to furnish them some more cars."

Des Moines, Iowa, November 20, 1900.

No. 2263—1900.

SIMON DALLINER, MT. PLEASANT, IOWA,
vs.
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.
Under-grade farm crossing.

Complaint filed September 21, 1900.

This was a complaint concerning application for an under grade farm crossing, which the company failed to construct, as the complainant averred, had been agreed upon.

Before the case was heard, however, the commissioners were advised that the matter had been adjusted.

Des Moines, Iowa, November 24, 1900.

No. 2264—1900.

J. E. DUNCAN, AMES, IOWA,
vs.
CHICAGO & NORTH-WESTERN RAILWAY COMPANY.
Requirement of lease for use of site for coal house.

Complaint filed September 24, 1900.

Mr. J. E. Duncan. of Ames, Iowa, wrote the board on September 22d, stating that he had a serious complaint to make against the North-Western Railway company; that he had rented ground to a resident to build a small coal house on; that in building his warehouse, he had placed it three feet on the Chicago & North-Western's right of way; that later, he, himself, purchased the warehouse and paid the railway company $5.00 rent for the ground; that two months after he had paid the rent, they demanded that he sign an "iron clad" lease; that he declined to sign the lease, but stated that he would sign an ordinary lease; that on January 1st he rented the coal house to another party; and that because he had refused to sign the lease referred to, the railway company would not deliver carloads to the warehouse in question.

The complaint was immediately taken up with the railway company, and on October 10th the commissioners were advised that amicable adjustment of the differences between the complainant and the railway company had been made.

Des Moines, Iowa, November 20, 1900.

No. 2265—1900.

TOWNSEND & MERRILL, DIKE, IOWA,
vs.
CHICAGO & NORTH-WESTERN RAILWAY COMPANY.
Site for lumber and coal yard.

Complaint filed September 29, 1900.

This was a matter brought to the board by the complainants to secure lease of grounds from the railway company along its side track for the purpose of operating a coal and lumber yard. Before any action was taken by the commission, however, they wrote that the case had been adjusted.

Des Moines, Iowa, November 20, 1900.

No. 2266—1900.

A. A. BEECH, COLLINS, IOWA,
vs.
CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.
Cattle guards at private crossings.

Complaint filed October 1, 1900.

The Board received a complaint from Mr. A. A. Beech, Collins, Iowa, stating that a line of the C., M. & St. Paul railroad divided his farm into two sections; that he was compelled to drive his cattle across the track and he was caused a

great deal of trouble by the stock running down the right of way which would be obviated if he was provided with cattle guards, etc. The case was taken up at once with the railway company and on October 29, Mr. H. R. Williams general manager advised the Board that owing to the fact that the crossing complained of by Mr. Beech was one which he used in reaching the highway from his farm buildings, the company would supply the said crossing with cattle guards as requested. This being a satisfactory adjustment of the case the same was closed.

Des Moines, Iowa, December 1, 1900.

No. 2267—1900.

SPENCER GRAIN CO., MINNEAPOLIS, MINN.
vs.
BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.
The termination of lease for elevator at rystal lake, Iowa.

Inquiry filed October 2.

Under date of September 28, the Spencer Grain company wrote the Board as follows: "We herewith enclose you letter from W. P. Brady, general agent of the B., C R. & N. Railway. In explanation of this will say, that some weeks ago we purchased an elevator at Crystal Lake, Ia., from Mr. E. G. Terwilliger of this city, and after having done so, we run up against a rule of this company in regard to elevator sites which is entirely new to us. We have been in the business some twenty years, having a line on the Milwaukee road, and have been buying and selling elevators all of this time but have never before had any difficulty in regard to transfer of leases. We wish to inquire whether or not there is any way of compelling this railroad company to make the transfer asked for. Will you kindly oblige us by the information asked."

In answer to the foregoing the Board, on October 2, said:

"'Replying to your favor of the 28th of September, 1900, you are advised that under the laws of this state, and the decisions of the courts of this state, it is the opinion of this Board that you would not have the right to transfer the possession of the property leased of the B., C. R. & N. Ry. company to any person, a stranger or not a party to said lease, without the consent or approval of the railway company.

"We believe the railway company sustain the same relations to questions of this kind as a private corporation or individual, and that it has the right to say who shall or who shall not occupy or enjoy the possession of its property.

'Your attention is called to Section 2090 of the code of Iowa, 1897, which is as follows: 'Attornment to stranger. The payment of rent, or delivery of possession of leased premises, to not one the lessor, is void, unless made with his consent, or in pursuance of a judgment or decree of the court or judicial sale.' We believe this fully answers your communication."

Des Moines, Iowa, November 20, 1900.

No. 2268—1900.

BURLINGTON, CEDAR RAPIDS NORTHERN RAILWAY COMPANY. } *Condition of the Platform of Waterloo, Iowa.*

This is a matter the Railway Commissioners took up with the railway company, on October 2, 1900, having observed that the platform of the passenger station at Waterloo, was hardly safe for passengers, especially at night. Inasmuch as the company expected to improve their station buildings, platform, etc. the Board only requested that at this time suitable lights be provided on the platform, so that the passengers might alight from an take passage on the night trains with safety. The railway company complied with the improvements requested.

Des Moines, Iowa, November 20, 1900.

No. 2269—1900.

JOHN JOHNSON AND OTHERS, TOWNSHIP TRUSTEES, WALL LAKE, IOWA.

VS.

ILLINOIS CENTRAL RAILROAD COMPANY. } *Construction of oaerhead highway crossing.*

Complaint filed October 5, 1899.

On October 5, 1899, the Board received the following, dated Wall Lake, Iowa, September 28, 1899:

"The Illinois Central Railway Company in building an overhead crossing at the public highway between sections 15 and 16, township 86 range 36, W. 5th P. M. in building they drove the piling only 12 10-12 feet apart, that is the bents, this is too close, and ought to be 20 feet so as to let binders, hay racks, etc., go through. Hoping that you can get this widened out to what is legal, at least, we remain,

Respectfully,

JOHN A. JOHNSON,
JOHN SPURRELL,
MICHAEL REISING,
Township Trustees."

The matter was taken up with the railway company at once, and on October 17, 1899, Mr. J. T. Harahan, second vice-president, advised the Boad that it was the intention of the engineering department to widen the roadway at the under-ground highway crossing just as soon as the track was laid to that point, which would probably be in the course of a few weeks.

On October 21, 1899, the complainants wrote the Commissioners stating that if some one connected with the Illinois Central railway company having authority, would agree in writing that this crossing would be put in good condition that would be satisfactory. The Commissioners replied that Mr. Harahan was thoroughly competent to represent the railway company, and the Board had never found any occasion as yet to question his word. The complainants were requested, however, to advise the Board if, when the track was laid to the point in question, the crossing was not fixed up satisfactory to them.

On March 2, 1900, Mr. Johnson again wrote the Board, stating that the people were blaming the township trustees for the delay in the needed work at the crossing, and on June 29, 1900, Mr. J. T. Harahan advised the Board that it was arranged to have the necessary work done at once.

Des Moines, Iowa, December 1, 1900.

No. 2270—1900.

J. B. DENNIS, TRAER, IOWA.
vs.
CHICAGO & NORTH-WESTERN RAILWAY COMPANY.
Depot not kept open for night trains.

Complaint filed October 10, 1900.

Mr. J. B. Dennis, of Traer, Iowa, wrote the Board on October 10th as follows:

"I have been asked by a great many of our citizens to ask you if there is any law in Iowa that would compel the Chicago & North-Western railway company to keep their waiting room open in their depot here nights. We have a train going south at 11 P. M., and a train going north at 4 A. M., both night trains, and they do not keep a night man, nor do not open depot after 6 P M. until next morning 7 or 8 A. M.

"Traer and vicinity subscribed and paid four-fifths or $6,000 cash to this Chicago & North-Western railway company to assist in building into Traer, and our citizens would like a night man at the depot, or at least an open waiting room, where passengers could get in out of the weather and storm, if any. If trains happen to be hours late passengers stand on the platform and waits, he don't know how long.

"Please to tell me what the law is in Iowa about this, and what we should do to get the Chicago & North-Western railway company to open the waiting room to the public."

The Commissioners took this case up with the Chicago & North-Western railroad railway company, stating that it was the opinion of the Board that the railway stations should be properly heated and lighted, and open a reasonable lengh of time before the arrival and after the departure of all trains carrying passengers.

On October 20, 1900, Mr. W. A. Gardner, general manager, wrote the board stating, "We have made arrangements whereby the depot will be kept open at all hours for the convenience of passengers."

The above was communicated to Mr. Dennis and the case was closed.

Des Moines, Iowa, December 1, 1900.

No. 2271–1900.

A. LONGMAN, LOGAN, IOWA,
vs.
FT. DODGE & OMAHA RAILROAD COMPANY (ILLINOIS CENTRAL RAILROAD COMPANY.)
Under-grade farm crossing.

Complaint filed October 19, 1899.

On date of October 19, 1899, the board received the following complaint:

A. LONGMAN, COMPLAINANT,
vs.
THE FORT DODGE & OMAHA RAILROAD COMPANY.
Complaint.

The complainant, A. Longman, respectfully shows this honorable board that he is a resident of the county of Harrison, in the state of Iowa, and has there resided for many years past.

That he is the owner of an improved and cultivated farm in the Boyer valley and adjacent thereto consisting of about eight hundred (800) acres described as follows, to-wit:

The E. ½ " of the Se ¼ of section 35 and the S. ½ of the S. ½ of section 36, all in township 79, range 43. Lots 1. 2, 3, 4, 5, 6, 7, 8, 9 and 10, in section 4, and lots 1, 5 and 6 and the parts of 2 and 4 east of the Boyer river in section 5, all in township 78, range 43. All of which will more fully appear from plat hereto attached marked exhibit "A" and made a part hereof.

That the Fort Dodge & Omaha Railroad company, a railroad corporation, has surveyed, located and partially or nearly constructed a railroad across and over a portion of said land, to-wit:

Commencing near the northeast corner of the E. ½ of the Se. ¼ of said section 35, running thence southwesterly diagonally across the same, and lots 1, 2 and 4 in said section 5, as shown by red line drawn across the said descriptions which substantially represents the location of the said railroad. That the distance thus traversed across cemplainants land by said railroad is nearly or quite one mile.

That the land above described, to-wit: The E. ½ (east half) of Se. ¼ of section 35, township 79, range 43, and lot 1, section 5, township 78, range 43, is in cultivation and lots 2 and 4 are meadow or grass land.

That the said farm is devoted to agriculture, stock raising. grazing and feeding. And that a large amount of stock is kept thereon during the summer and winter and throughout the year. That during the fall and winter months particularly it will be necessary for the stock, horses and cattle to cross over the said railroad as often as twice a day at the least in order to feed on the west side of the said railroad and return to the east side for water.

That a grade crossing for the purposes aforesaid is inadequate. It is dangerous to stock. It very seriously depreciates the use and utility of the land on the west side of the said railroad, besides, it increases the hazard to the public in affording frequent opportunity for collisions.

That prior to the construction of the roadbed across the said land the complainant requested the said company to build therein an under-grade crossing and designated the location thereof. That the said company recognized the reasonableness of said request and the necessity of such crossing, and assented thereto and when it built its roadbed it left an opening therein for such crossing. That thereafter it hauled the necessary timbers and materials to complete the construction of such under-grade crossing and delivered it at the place thus designated for the same. That for reasons unknown to the complainant, without his consent and against his protestations, the said company has closed the gap in the said roadbed intended for said under-grade crossing and now refuses to build or permit one upon the said premises.

That the damages and inconvenience resulting from the refusal to so build said under-grade crossing to complainant and to the said premises is very serious and vexatious and in the sum of not less than $1,000.

Wherefore comp'ainant prays that your honorable board will take cognizance of the matters and things herein alleged. That you invoke the power confered upon you by law, to the end that you properly investigate the facts and circumstances of this case and order and require the said railroad company to construct and maintain the said under-grade crossing in accordance with law

S. I. KING,
Attorney for Complainant.

Complaint was submitted to the Illinois Central Railroad company, and Mr. S. I. King, attorney for the complainant, was advised that as far as his claim for money damages was concerned, the board could have legally nothing to do. Mr. J. T. Harahan, second vice-president of the Illinois Central Railroad company, wrote the board under date of November 28, 1899, concerning this case as follows:

"Referring to your letter of the 19th ultimo, with which you sent me copy of petition filed by Mr. A. Longman, concerning under-grade farm crossing near Logan, Iowa, in which he states that when this company built its roadbed through his property it left an opening at the point marked "1310" on the attached blue print, foran under-grade crossing, but that it afterwards closed the gap. I have looked into the matter carefully and find that the property in question is occupied by a tenant of Mr. Longman's, who has at present very few, if any, cattle on the farm. The price paid Mr. Longman for the right of way through his farm was $1350, which, it seems to me, was ample compensation for any damages which may have been done to the property.

For engineering purposes it was originally intended to put in a waterway at the point marked "1310" on the blue print, but it was afterwards found that the one span waterway would not be needed and the opening was filled up.

The representative of the Fort Dodge & Omaha Railroad company, who bargained with Mr. Longman for the right of way through his farm, says that an under-crossing was not promised when he made arrangements for the right of way, and that he was very positive in his statements to Mr. Long-

man, that while he might have the use of any waterway which might be placed there, he had no authority to promise anything of the sort, as a crossing, or that there would be a waterway left.

As above stated, the timbers. etc., which were hauled there, were intended for use in constructing a waterway which was afterwards abandoned, it having been found that a waterway was not needed. At the point marked "1343" on the attached blue print, Harris Grove creek crosses the right of way and there is an eighty-four foot trestle over it, which will give ample room for Mr. Longman's stock to be driven under the road-bed, entering from his own land and passing out upon the other side upon his own land.

It seems to me that the arrangements which have been made should be satisfactory to Mr. Longman.

Copy of the foregoing was submitted to Mr. King.

The case rested until May 9, 1900, when Mr. King, attorney for the complainant sent the board affidavits of Messrs. A. Longman, Joe Dullaghan, J. C. Harrington, and himself. These affidavits tended to substantiate the claim that the complainant had an understanding with the railroad company to furnish him an under passage way for stock, as well as an ordinary farm crossing at grade.

After notice to the parties concerned, the Board visited the premises in question on June 28th, and there met complainant, his attorney, and representative of the railroad company. Mr. J. F. Duncombe, attorney for the railroad, made claim that the Board had no jurisdiction in this case in as much as the complainant had been provided with the crossing contemplated by the statute, and that if any agreement had been made between the complainant and representatives of the railroad, other than the crossing provided by the statute, that was a matter the Board of Railroad Commissioners could not adjudicate, as it was within the jurisdiction of the courts only.

Mr. S. I. King, attorney for the complainant, admitted that his client had a good grade crossing, and further admitted that an under passage way for stock would not meet all his requirements.

At this hearing the Commissioners expressed the opinion that as the law requires a railroad company to provide a land owner whose land is crossed by a railroad with an adequate means of crossing the same, and that the complainant in this case had admitted that such an under crossing as could be constructed would not be adequate for all purposes, and that the railroad company had already provided an adequate crossing at grade, the Board would hardly have any authority to make any order in this case.

However, upon Mr. King's representation that he might wish to file something new in this matter, the case was held open twenty days as per his request, but up to this date nothing further has been heard from the complainant or his attorney.

Des Moines, Iowa, November 22, 1900.

No. 2272—1900.

EDWARD GALBRAITH, WEBB, IOWA.

vs.

CHICAGO, MILLWAUKEE & ST. PAUL RAILWAY COMPANY.

Failure to furnish cars at Gillet Grove for hay shipments.

Complaint filed October 25, 1900.

The complainant in this case said that he had waited for two weeks for cars in which to load his hay at Gillet Grove; that his hay was spoiling and he must have cars.

The complaint was taken up by telegram with the railway company and on October 27th. telegram was received from General Manager Williams of the Chicago, Milwaukee & St. Paul Railway Company, stating that Mr. Galbraith's order for cars had been filled. The complainant was asked to advise the Board should he have any further trouble, but no answer was received in response thereto.

Des Moines, Iowa, December 1, 1900.

No. 2273—1900.

L. A. BRITSON, ROLAND, IOWA,
vs.
IOWA CENTRAL RAILWAY COMPANY.
} *Site for lumber house, etc.*

Complaint filed November 7, 1900.

The complaint in this case was substantially as follows: Mr. L. A. Britson, of Roland, Iowa, acting upon telegram received from Mr. C. E. Macy, of the Iowa Central Railway company, on May 15, 1900, built a lumber shed on the ground indicated therein; that he is now ordered to remove the lumber shed, which will cause him great loss and damage, which loss he does not believe he should be required to suffer. The telegram received in the above is as follows:

MAY 15, 1900.

L. A. Britson,

May locate lumber shed on ground leveled north of depot on following conditions: Sheds shall at no point be nearer than fifty feet of depot and shall be built so that side nearest track shall be parallel with it.

E. C. MACY.

The above complaint was at once sent Mr. H. G. Kelley, chief engineer of the Iowa Central Railway company, who replied on November 8, 1900, as follows:

"I am in receipt of your kind favor of November 7th relative to the matter of site on this Company's station grounds at Roland, Iowa, now occupied by Mr. Britson.

"There is no disposition on the part of the Company to ask Mr. Britson to remove his present lumber shed from off the Company's station grounds, nor is it opposed to the building of the shed which he contemplates under permission granted him by a former employe of this department, which permission is now contrary to the rules and regulations of the present management in locating buildings on the Company's station grounds in proximity to the Company's buildings.

"I furthermore will state that Mr. Britson has not given a correct statement of the matter. He has not been notified to remove any building he has erected, but through this Company's agent at Roland notice was given that he would not be permitted to erect any more buildings. Since this notice was given, a copy of message dated May 15th granting him permission to erect a shed as he desires was brought to my attention. Inasmuch as Mr. Britson did not take advantage of this permission to complete his buildings at the time of the erection of the building now on the ground, this Company is still willing to carry out any agreement made and has so advised Mr. Britson, providing that he executes an agreement observing the rules and regulations therein, which this Company has in force with all parties on station grounds."

Subsequent to the receipt of the foregoing, the Commissioners were advised that Mr. Britson had no cause for complaint, and on November 23, 1900, Mr. Brit-

son wrote the Board stating that the railway company had written him to build on the ground he had located, which was satisfactory to him.

Des Moines, Iowa, December 1, 1900.

No. 2274—1900.

J. P. HOWE, FENTON, IOWA,
vs.
CHICAGO & NORTHWESTERN RAILWAY COMPANY.
Overcharge—Interstate.

Complaint filed November 13, 1900.

Mr. J. P. Howe of Fenton complained that the Chicago & Northwestern Railway company was charging him two locals on shipment of stone and brick, from Mankato, Minn., to Fenton, via Burt.

While the Commissioners regarded the case as one not coming within their jurisdiction, they took the matter up with the railway company, and on January 4th the Board was informed a continuous mileage rate did not apply on such shipments until October 16, 1899, and that prior to that day the sum of the two locals governed. This condition arose from the fact that the new line of the Chicago & Northwestern Railway company from Burt west, upon which line Fenton is located, was not turned over to the Chicago & Northwestern Railway company by the construction company until the date named.

Mr. Howe was informed of the particulars in the case and the matter closed.

Des Moines, Iowa, November 23, 1900.

COMPILED RETURNS

OF THE

RAILWAY COMPANIES

TABLE No. 1—CAPITAL STOCK.

RAILROADS.	NO. OF SHARES AUTHORIZED.		PAR VALUE.		TOTAL PAR VALUE AUTHORIZED.		TOTAL AMOUNT ISSUED AND OUTSTANDING.		DIVIDENDS DECLARED DURING YEAR.			
									COMMON.		PREFERRED.	
	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Common.	Preferred.	Rate.	Amount.	Rate.	Amount.
Ames & College	800				$ 800,000				%		%	
Atchison, Topeka & Santa Fe	1,020,000	1,314,860	$ 100	$100	102,000,000	$131,486,000	$102,000,000.00	$131,486,000.00			4	$ 5,255,440.00
Marshalltown & Dakota	900		100		2,000,000		90,000.00					
Burlington, Cedar Rapids & Northern	300,000		100		30,000,000		5,500,000.00		4	$ 220,000.00	*4	220,000.00
Cedar Rapids, Garner & Northwestern	3,500		100		350,000		144,500.00					
Chicago, Burlington & Quincy	984,475		100		98,447,500		98,447,500.00		6	5,829,678.00		
Chicago, Burlington & Kansas City	80,000		100		8,000,000		8,000,000.00		3	24,000.00		
Kansas City, St. Joe & Council Bluffs	61,685		100		6,163,493		6,092,493.00		5.8	353,359.20		
St. Louis, Keokuk & Northwestern	80,000		100		8,000,000		5,443,800.00		8.6	468,166.80		
Chicago, Fort Madison & Des Moines	8,520		100		852,000		852,000.00					
Chicago, Iowa & Dakota	2,290	1,320	100	100			229,000.00	132,000.00				
Chicago Great Western	300,000	550,000	100	100	30,000,000	55,000,000	21,308,145.00	35,542,022.99			4.5	1,137,270.50
Chicago, Milwaukee & St. Paul			100	100			47,146,600.00	40,454,900.00	5	2,351,530.00	7	2,516,528.00
Chicago, Rock Island & Pacific	500,000		100		50,000,000		49,992,100.00	17,900.00	4	1,999,624.00		
Chicago & North-Western			100	100			43,835,365.97	22,398,954.56	6	2,346,744.00	7	1,567,650.00
Chicago St. Paul, Minneapolis & Omaha	300,000	200,000	100	100	30,000,000	20,000,000	21,403,293.33	12,646,833.29	5	927,730.00	7	787,976.00
Sioux City & Pacific	60,000		100		6,000,000		1,899,400.00	169,000.00			7	11,830.00
Crooked Creek	5,000		100		500,000		225,000.00					
Davenport, Rock Island & Northwestern							3,000,000.00					
Dubuque & Sioux City	110,000		100		11,000,000		10,999,600.00		3	299,988.00		
Stacyville Railroad	1,000		100		100,000		50,800.00					
Des Moines Union	20,000		100		2,000,000		400,000.00					
Iowa Central	110,000	74,000	100	100	11,000,000	7,400,000	8,492,875.98	5,670,867.10			3	170,020.50
Iowa Central & Western	30,000		100		3,000,000		900,000.00					
Albia & Centerville	4,000		100		400,000		400,000.00		2.5	10,000.00		
Iowa Northern	20,000		100		2,000,000		90,000.00					
Keokuk & Western	50,000		100		5,000,000		4,000,000.00		4¼	170,000.00		
Mason City & Fort Dodge	50,000		100		5,000,000		920,000.00					
Minneapolis & St. Louis	60,000	40,000	100	100	6,000,000	4,000,000	6,000,000.00	4,000,000.00	1.5	90,000.00	5	200,000.00
Muscatine North & South	4,500		100		450,000		450,000.00					
Omaha & St. Louis	25,920		100		2,592,000		2,592,000.00					
‡ Willmar & Sioux Falls	100,000		100		10,000,000		7,000,000.00		6	420,000.00		
Tabor & Northern	2,400		50		120,000		25,300.00					
Union Pacific												
Wabash	280,000	240,000	100	100	28,000,000	24,000,000	28,000,000.00	24,000,000.00				
Winona & Western	2,000		100		2,000,000		100,000.00					
NARROW GAUGE ROADS.												
Burlington & Northwestern	3,000		100		300,000		156,900.00					
Burlington & Western	30,000		100		3,000,000		856,801.82					
Total	3,590,960	2,420,180	$3,450	$900	$465,074,993	$241,886,000	$487,043,475.10	$276,508,477.94		15,510,820.00		$11,866,715.00

* Special dividend. † Fractional scrip. ‡ Formerly the Sioux City & Northern.

TABLE No. 2.—CAPITAL STOCK.

RAILROADS.	AMOUNT OF STOCK PER MILE OF ROAD		Stock representing road in Iowa.	Amount of stock held in Iowa.	NO. OF STOCK-HOLDERS		NUMBER OF SHARES ISSUED.									Total cash realized.
							FOR CASH.		FOR CONSTRUCTION.		FOR REORGANIZATION.		FOR OTHER PURPOSES.			
	Miles.	Amount.			Total.	In Iowa.	Com.	Pref'd.	Com.	Pref'd.	Com.	Pref'd.	Com.	Pref'd.	Total.	
Ames & College	1.98	$ 10,101.01	$ 20,000.00	$ 20,000	34	34	....	....	....	....	....	....	....	....	....	....
Atch'n, Top'ka & S. Fe	7.371.07	31,676.00	.....	131.200	12,472	31	20	....	....	....	....	....	1,019,980	1,314,860	2,334.860	$ 2,000.00
Marshalltown & Dak.	21.00	4 285.71	90,000.00	45,000	11	5	900	.....	....	....	....	.....	....	....	900	22,500.00
Burl'ton, C. R. & Nor.	1,160.13	6 236.37	5,995,022.25	110 400	283	14	....	....	17,350	.....	55,000	....	....	.....	72,350	.....
C.R., Garner & N.-W.	18.38	315.00	144,500.00	144,500	8	8	....	....	....	....	.....	..	194	....	194	..
C., Burl'ton & Quincy	6,221.87	15,823.00	13,290,412.50	307,600	13,081	67	40,415	....	.....	....	.	..	6,800	....	47.221	....
C., Burl'ton & K. C.	181.56	44.062.57	3.424,000.00	400	6	4	....	....	.....	.....	80.000	....	.....	....	80 000	..
K C., St. Jo & C. B.	310.85	19.599.46	1,127,111.21	200	16	2	5.770	....	...	..	52.634	.....	2,520	..	60.924	577,000.00
St L., Ke'kuk & N-W	225.80	24 109.00	1.231,002.47	200	6	2	....	....	....	..	40 000	..	14,438	. .	54.438	...
C., Ft. Madison & D. M	71.00	12.000.00	852,000.00	19,250	17	11	....	.....			8,520		.	.....	8,520	.....
Chicago, Iowa & Dak.	26 40	10.000.00	361,000.00	112,000	18	..	....	....	2,290	1,320	.		.		3.610	.
Chicago Great West'rn	844.85	67 290.00	31,103,456.70	....	....	..	*39,290	1,182		...	213.081	¶-	32.754	74,892	568 501	4.731,144.16
C., Milwaukee & St. P.	6,422.67	13 639.42	†24.309,416.25	187,900	5.464	13	170,840	51,989	‡11.200	‡-	882 614	....	206 812	106.325	876.015	21.604.317.85
C., Rock Island & P.	2.955.92	10.915.00	.....	253,300	4.349	26	80,400	....		...	419 600				500 000	50 000.000.00
Chicago & N.-West'rn	5,502.48	12.037.18	17,297.422.00	227,700	4.492	12	....	36,400	23.870		395,276	‖-	‡5.975	‡52,605	a662.343	2,911.466.14
C., St. P., Minn. & O	1,487.71	22,887.00	1.706.225.85	10,000	1,087	2	53.461	20,466	e28.442	e13,869	69 330	29,333	62.800	62.800	340 501	4 314.717.73
Sioux City & Pacific.	107.42	19.255.26	1.549,470.75	100	51	1	....	....	17,914	.....	.	....	1,080	1.690	20.684	.
Crooked Creek	17.61	12 777.45	225,000.00	.. ..	12	3	117	....	598	.....	....	.....	1,100	§435	2.250	.....
D. M. North'rn & W.	....	.....	.....	.. ..	....	..	....	....	....	.....	....	.	....	.	.	.....
Dubuque & Sioux City	730.61	15,055.00	10,599.620.00	900	31	9	....	....	.	...	79,996	....	30,000	. .....	109.996	10,999 600.00
Stacyville R. R.	7.93	6 400.00	50,800.00	700	8	7	....	....	508	....	....	....	.	....	508	50,800.00
Des Moines Union	3.70	.....	400,000.00	250 000	12	9	4,000	....					....	....	4,000	400,000.00
Iowa Central	504.06	28.099.09	11,672,757.05	600	885	1	....	....	....	....	84 882	56,676	.	.....	141,558	....
Iowa C. & Western	37. 30	24,128.68	900,000.00	100	6	1	....	....	9,000	....	.		.. ..	....	9,000	.
Albia & Centerville.	24.44	16.367 00	400,000.00	1,320	6	1	..	..	....	.....	4,000	....	.....	. .	4,000	....
Iowa Northern	5.93	15,177.06	90,000.00	90,000	6	5	.. ..				....	....	....	.. ..	.....	.....
Keokuk & Western	254.65	19.634.79	272,000.00	.. ..	12	5	.. ..	..	40 000	.. ..	.. ..	..	.. ..	.. ..	40.000	...
Mason C. & Ft. Dodge	92.00	10,000.00	920,000.00	100	8	1	.. ..	.. ..	9,200	.. ..	.. ..	.. ..	.. ..	.. ..	9,000	....
Minneapolis & St. L.	580.45	17.228.00	.. . .	.. ..	780	..	.. ..	.. ..	.. ..	.. ..	.. ..	....	.. ..	.. ..	.. ..	....
Muscatine Nor. & Sou.	28.67	15.695.00	450,000.00	.. ..	4,500	..	....	....	.. ..	.. ..	.. ..	..	.. ..	.. ..	.. ..	.....
Omaha & St. Louis	164.41	18,765.00	1,188,813.60	.. ..	....	..	.. ..		25,920	....	.. ..	.. ..	.. ..	.. ..	25.920	..
Willmar & Sioux Falls	433.41	16,150 98	.....	.. ..	6	..	.. ..	55,010	..	14.990	.. ..	.. ..	.. ..	.. ..	70,000	7,000,000.00
Tabor & Northern	8.79	2,878.00	25.300.00	24 000	60	..	253	.. ....	119	..	..	..	150	..	522	20,150.00
Union Pacific	..	..	....	.. ..	..	..	.. ..	..	.. ..	..	.. ..	..	..	..	..	.....
Wabash	1,706.80	30,466.37	4,268.338.44	.. ..	....	..	.. ..	..	..	..	280.000	240.000	.. ..	..	520 000	52,000,000.00
Winona & Western	113.20	883.39	20,759.66	.. .. ..	10	..	1,000	..	..	..	.. ..	.. ..	..	.. ..	1,000	100,000.00
NARROW GAUGE ROADS																
Burlington & N'west'n	38.73	4 051.12	159 900.00	60,900	219	218	1,569	....	.	..	..	..	..	.. ..	1.569	156,900.00
Burlington & Western	70 77	12,118.84	856,801.82	500	6	5	..	.. ..	8,568	.. ..	. ..	..	.. ..	.. ..	8.568	....
Total	37.754.55	$593.173.75	$134 998 130 55	2,058.870	47.562	497	398.035	165 047	194.979	276 414	1 864 933	644 210	1.284 60c	1 613,607	6 578.052	$154.890.595 85

*Debenture. †Proportional road mileage basis. ‡-246.235. ‡Issued in exchange for bonds. §Issued for dividends. ‖-110,899, Issued for properties acquired. ¶-207,302, Includes $94,765 debentures. *a*Issued for dividends, common, 13,232; preferred, 124,086. *b*Issued and on hand.

TABLE No. 3—FUNDED DEBT.

RAILROADS.	MORTGAGE BONDS,						
					INTEREST.		
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Av. rate.	Amount accrued during year.	Amount paid during year.
Ames & College							
Atchison, Topeka & Santa Fe	$182,340,500.00	$150,530,500.00	$136,010,710.00	$ 15,772,950.00	5	$ 5,271,314.00	$ 5,236,160.00
Marshalltown & Dakota							
Burlington Cedar Rapids & Northern		15,763,000.00	15,763,000 00	7,623,847.50	6	791,150 00	791,150.00
Cedar Rapids, Garner & Northwestern	160,000 00	147,040.00	147,040.00	147,040.00	5	7,352 00	7,352.00
Chicago, Burlington & Quincy	128,511,300.00	128,511,300.00	114,665,000.00		5	5,519,156 73	5,526,780 05
Chicago, Burlington & Kansas City	820,000.00	820,000 00	820,000 00	820,000 00	6	49,200.00	49,200.00
Kansas City, St. Joe & Council Bluffs	7,318,000.00	6,438,000.00	5,858,000.00		7	405,757.49	405 880.00
St. Louis, Keokuk & Northwestern	10,150,000.00	10,150,000.00	10,150,000.00		6	609,000 00	609,000.00
Chicago, Ft. Madison & Des Moines							
Chicago, Iowa & Dakota		264,000.00	264,000.00				
Chicago Great Western	* 2,823,150.00	2,823,150 00			5	70,578.75	70,578.75
Chicago, Milwaukee & St. Paul	131,107,000.00		131,107,000 00		6	6,631,604.99	6,854,144.59
Chicago, Rock Island & Pacific		65,716.00	65,716,000.00	65,826,145.00	5	2,887 380.00	2,945,713.33
Chicago & North-Western	286,042,000.00	94,616,000.00	86,434,000.00		6	4,707,906.10	4,661,207.28
Chicago, St. Paul, Minn. & O	42,229,800 00	28,104,800 00	27,255,800.00	9,908,000.08	6	1,448,151.00	1,442,821.25
Sioux City & Pacific	3,256,320.00	3,256,320 00	3,256,320.00		6	195,379.20	97,695.00
Crooked Creek							
Des Moines Northern & Western							
Dubuque & Sioux City	6,930,000 00	6,730,000 00	6,730,000.00	6,730,000.00	5	392,500.00	392,500.00
Stacyville R. R	60,000.00	60,000.00	60,000.00	60,000.00	5	3,000.00	3,0 0.00
Des Moines Union		671,000.00	671,000.00	671,000.00	5	33,550.00	33,550.00
Iowa Central	7,650,000.00	6,900,094.91	6,900,094.91	953,866.70		339,741.66	337,900.00
Iowa Central & Western	555,000.00	555,000.00			5	2,312 50	
Albia & Centerville							
Iowa Northern	60,030.00	60,000.00	50,000.00	60,000.00	6	3,000.00	3,000.00
Keokuk & Western	2,500,000.00	1,900,000.00	1,900,000.00	1,520,000.00	4	79,799.49	60,799.49
Mason City & Ft. Dodge	1,380,000.00	1,380,000.00	1,380,000 00		6	82,800.00	
Minneapolis & St. Louis	44,571,000.00	17,950,000.00	17,800,000.00		6	892,540.00	892,540.00
Muscatine North & South	450,000.00	450,000.00	450,000.00		5	22,500.00	
Omaha & St. Louis	2,376,000.00	2,376,000.00	2,376,000.00		4	95,040.00	
Willmar & Sioux Falls	3,646,080.00	3,646,000.00	3,646,000.00	3,646,000.00	5	182,300.00	184,375.00
Tabor & Northern	50,000.00	50,000.00	50,000.00	40,000 00	5	2,500.00	2,500.00
Union Pacific							
Wabash		83,134,000 00	83,045,000 00		5	2,647,381.11	2,857,381.11
Winona & Western	1,150,000 00	1,150,000 00	1,150,000.00	1,150,000.00	5	57,500.00	57,500.00
NARROW GAUGE ROADS.							
Burlington and Northwestern	229,981 53	229,981.53	229,981.53	229,981 53	7	16,998.90	15,398.88
Burlington & Western	639,458.91	610,658.91	610,660.12		7	42,351.52	2,367.52
Total	$867,016,300.44	$569,342,561.35	$714,495,606.56	$115,158,830 81		$38,489,645 44	$ 33,540,494.25

* Five per cent priority loan, retired January 1, 1900.

TABLE No. 4—FUNDED DEBT.

RAILROADS.	MISCELLANEOUS OBLIGATIONS.						
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	INTEREST.		
					Rate.	Amount accrued during year.	Amount paid during year.
Ames & College			$ 5,000.00			$ 175.00	
Atchison, Topeka & Santa Fe							
Marshalltown & Dakota							
Burlington, Cedar Rapids & Northern							
Cedar Rapids, Garner & North-Western							
Chicago, Burlington & Quincy	$45,690,700.00	$45,690,700.00	$21,231,100.00		5	1,224,280.56	$ 1,358,434.91
Chicago, Burlington & Kansas City							
Kansas City, St. Joe & Council Bluffs							
St. Louis, Keokuk & North Western							
Chicago, Ft. Madison & Des Moines							
Chicago, Iowa & Dakota							
Chicago Great Western							
Chicago, Milwaukee & St. Paul							
Chicago, Rock Island & Pacific		1,365,000.00	1,365,000.00	$ 1,368,412.50	4	54,600.00	54,600.00
Chicago & North-Western	35,000,000.00	33,632,000.00	31,763,000.00		5	1,456,285.01	1,459,255.00
Chicago, St. Paul, Minneapolis & Omaha							
Sioux City & Pacific							
Crooked Creek							
Des Moines Northern & Western							
Dubuque & Sioux City	10,000,000.00	5,425,000.00	5,425,000.00	5,425,000.00	4	217,000.00	
Stacyville Railroad							
Des Moines Union							
Iowa Central							
Albia & Centerville							
Iowa Northern							
Keokuk & Western							
Mason City & Ft. Dodge							
Minneapolis & St. Louis							
Muscatine North & South							
Omaha & St. Louis							
Sioux City & Northern							
Tabor & Northern							
Union Pacific							
Wabash							
Winona & Western							
NARROW GAUGE ROADS.							
Burlington & Northwestern							
Burlington & Western							
Totals	$90,690,700.00	$85,912,700.00	$59,789,100.00	$ 6,793,412.50		$2,952,240.57	$ 2,872,289.91

TABLE 5—

RAILROADS.	INCOME BONDS.			
	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized amount issued.
Ames & College				
Atchison, Topeka & Santa Fe	$ 71,728,000.00	$ 51,728,000.00	$ 51,728,000.00	
Marshalltown & Dakota				
Burlington, Cedar Rapids & Northern				
Cedar Rapids, Garner & N.-W				
Chicago, Burlington & Quincy				
Chicago, Burlington & Kansas City				
Kansas City, St. Joe & Council Bluffs			16.48	
St. Louis, Keokuk & N.-W				
Chicago, Ft Madison & Des Moines				
Chicago, Iowa & Dakota				
Chicago Great Western				
Chicago, Milwaukee & St. Paul			40,000.00	
Chicago, Rock Island & Pacific				
Chicago & North-Western	500,000.00	500,000.00	500,000.00	
Chicago, St. Paul, Minn & O				
Sioux City & Pacific				
Crooked Creek				
Des Moines Northern & Western				
Dubuque & Sioux City				
Stacyville R. R				
Des Moines Union				
Iowa Central				
Albia & Centerville				
Iowa Northern				
Keokuk & Western				
Mason City & Ft. Dodge				
Minneapolis & St. Louis				
Muscatine North & South				
Omaha & St. Louis				
Sioux City & Northern				
Tabor & Northern				
Union Pacific				
Wabash				
Winona & Western				
NARROW GAUGE ROADS.				
Burlington & Northwestern				
Burlington & Western				
Total	$ 72,228,000,00	$ 52,228,000.00	$ 52,268.016.48	

FUNDED DEBT.

INCOME BOND.			EQUIPMENT TRUST OBLIGATIONS.						
	INTEREST.						INTEREST.		
Rate.	Accrued during year.	Paid during year.	Amount of authorized issue.	Amount issued.	Amount outstanding.	Cash realized on amount issued.	Rate.	Accrued during year.	Paid during year.
..	....	$ 2,053,840.00	$ 2,500,000.00	....	$ 500,000.00	....	5	$ 20,012.50	$ 20,012.50
4	....								
..	1,565.42	1,975.00							
6	30,000 00	29,070.00	*28,000,000 00	$28,000 000.00	26,136,000.00		5	1,306,300.00	1,301,225.00
..					70,869.24	54,450.23			99.00
	$ 31,565.42	$ 2,084,885.00	$30,500,000 00	$28,070,869.24	$26 690,450.23			$ 1,326,312.50	$ 1,321,336.50

*Debenture bonds.

TABLE No. 7—STOCKS

RAILROADS.	STOCKS OWNED.			
	RAILWAY STOCKS.			OTHER
	Total par value.	Income or dividend received.	Valuation.	Total par value.
Ames & College				
Atchison, Topeka & Santa Fe	$46,940,200.00	$ 23,000.00	$ 33,670.00	$4,368,054 90
Marshalltown & Dakota				
Burlington, Cedar Rapids & Northern	1,597,100.00		1,597,100.00	
Cedar Rapids, Garner & Northwestern				
Chicago, Burlington & Quincy	42,481,144.12	1,282,357 25	25,318,952.35	145,750.00
Chicago, Burlington & Kansas City				
Kansas City, St. Joe and Council Bluffs				55,010.00
St. Louis, Keokuk & Northwestern				7,800.00
Chicago, Ft. Madison & Des Moines				
Chicago, Iowa & Dakota				
Chicago Great Western	8,522,687.48	8,860.00	334,072.94	
Chicago, Milwaukee & St. Paul	10,890,950.00	150.00	125,568.75	561,750.00
Chicago, Rock Island & Pacific				
Chicago & North-Western	52,946,082.61	845,603.00		2,402,900.00
Chicago, St. Paul, Minneapolis & Omaha	4,785,511.65	111,392.00	4,314,611.65	
Sioux City & Pacific				
Crooked Creek				
Des Moines Northern & Western				
Dubuque & Sioux City	5.80		5.80	
Stacyville Railroad				
Des Moines Union				
Iowa Central				
Albia & Centerville				
Iowa Northern				
Keokuk & Western				20,000.00
Mason City & Ft. Dodge				
Minneapolis & St. Louis	323,500.00	990.00		
Muscatine North & South				
Omaha & St. Louis				
Willmar & Sioux Falls	2,500,000.00		2,500,000.00	
Tabor & Northern				
Union Pacific				
Wabash	2,621,551.68	79,200.00	10,559.68	2,425,800.00
Winona & Western				
NARROW GAUGE ROADS.				
Burlington & Northwestern				100.00
Burlington & Western				
Total	$173,608,733.34	$2,351,552.25	$34,234,541 17	$9,987,164 90

AND BONDS.

STOCKS OWNED.		BONDS OWNED.					
STOCKS.		RAILWAY BONDS.			OTHER BONDS.		
Income or dividend received.	Valuation.	Total par value.	Income or interest received	Valuation.	Total par value.	Income or interest received.	Valuation.
$ 23,000.00		$ 96,405,052.39	$ 93,190.14	$ 3,045,245.88	$ 466,000.00	$ 22,770.00	
3,675.00	$ 137,357.78	14,442,258.87	825,305.76	10,482,251.60	434,500.00	9,900.00	$ 434,500.00
	55,010.00						
	7,800.00						
	349,314.30	9,000.00	230.00	9,000.00			
2,647.50	232,472.00	9,143,000.00	22,490.00	9,139,452.50	42,500.00	1,235.00	23,350.00
529,790.00		5,540,000.00	440.00				
		3,284,000.00	5,830.00	3,284,000.00			
		460,500.00	32,235.00	523,073.13			
	5,024.00						
		587,000.00	27,180.00	567,000.00		540.00	
171,529.34	195,805.00	123,000.00		123,000.00	1,000.00		1,000.00
$ 730,041.84	$ 982,783.08	$129,907,811.26	$1,006,900.90	$ 27,173,023.11	$ 944,000.00	$ 34,445.00	$ 457,850.00

TABLE No. 8—RENTALS RECEIVED, RENTALS PAID AND MISCELLANEOUS INCOME.

RAILROADS.	Rentals receiv'd from lease of track, yards and terminals.	MISCELLANEOUS INCOME.			RENTALS PAID.				
					FOR LEASE OF ROAD.				For lease of tracks, y'ds and terminals.
		Gross income.	Expense.	Net miscellaneous income.	Interest on bonds guaranteed.	Divid'ds stk guaranteed.	Cash.	Total.	
Ames & College									
Atchison, Topeka & Santa Fe	$ 49,545.75			$5,147,524.77				385,745.76	
Marshalltown & Dakota									
Burlington, Cedar Rapids & Northern	6,000.00			41,258.19					19,215.53
Cedar Rapids, Garner & North-Western									
Chicago, Burlington & Quincy	309,678.91			340,451.45			287,230.27	287,230.27	262,706.25
Chicago, Burlington & Kansas City									11,264.36
Kansas City, St. Jo & Council Bluffs	73,356.44			5,970.65				7,529.99	70,598.10
St. Louis, Keokuk & North-Western	130,282.16			18,420.86				23,677.54	72,122.87
Chicago, Ft. Madison & Des Moines									2,551.75
Chicago, Iowa & Dakota									
Chicago Great Western	961.68								383,074.79
Chicago, Milwaukee & St. Paul	152,933.07			118,233.17					350,321.73
Chicago, Rock Island & Pacific	79,379.95			304,973.73	242,380.00		202,058.40	444,438.40	416,555.38
Chicago, & North-Western	32,138.18	117,764 69	1,192.11	116,572 58			27,257.85	27,257.85	93,001 65
Chicago, St. Paul, Minn. & Omaha	40,526.10			343,177.37					115,140.67
Sioux City & Pacific	14,701.90	6,636.49		6,636.49					
Crooked Creek									
Des Moines Northern & Western									
Dubuque & Sioux City	23,663.57	183.35		183.35					36,913.38
Stacyville Railroad									
Des Moines Union	162,614.71								
Iowa Central		15,613.00		15,613.00	35,460.00			35,460.00	23,898.75
Albia & Centerville									
Iowa Northern									
Keokuk & Western	11,800.00						3,416.06	3,416.06	1,000.00
Mason City & Ft. Dodge									
Minneapolis & St. Louis	115,667.30	55,891.27		55,891.27					56,716.40
Muscatine North & South		56.80		56.80					
Omaha & St. Louis									16,182.62
Sioux City & Northern									2,635.48
Willmar & Sioux Falls		774.25		774.25			11,250.00	11,250.00	18,191.17
Tabor & Northern									5.00
Union Pacific									
Wabash	69,908 47	18,884.51		18,884.51			682,141.88	682,141.88	183,961.29
Winona & Western									2,771.46
NARROW GAUGE ROADS.									
Burlington & North-Western									6,788.47
Burlington & Western									915.53
Totals	$1,273,158.19	$215,804.36	$1,192.11	$6,534,622.44	$277,840.00		$1,213,354.46	$1,908,147.75	$ 2,146,532.63

TABLE No. 9—COST OF ROAD AND EQUIPMENT

RAILROADS.	COST OF CONSTRUCTION.			COST OF EQUIPMENT.		
	Total cost to June 30, 1899.	Total cost to June 30, 1900.	Per mile.	Total cost to June 30, 1899.	Total cost to June 30, 1900.	Per mile
Ames & College						
Atchison, Topeka & S. Fe	$391,528,895 02	$398,913,875.13	$ 54,439.00	$ 697,942.98	$ 1,749,284.13	$ 367.00
Marshalltown & Dakota						
Burlington, C. R. & Nor.	22,065,934.58	22,167,188.75		4,201,974.84	4,201,924 84	
Ced. Rap., Garner & N-W	168,472.80	168,472.80	91,636.45	2,500.00	2,500 00	
Chicago, Burl. & Quincy						
C., B. & Kansas City	8,847,967.58	8,867,732.16	48,841.88	167,722.21	167,772.21	924.06
K. C., St. Joe & C. B.	11,977,748.40	12,177,066.47	39,173.44	1,537,171 82	1,601,435.54	5,151.80
St. Louis, Keo'k & N-W	15,870,978 72	15,994,445.93	70,834.55	589,409.84	593,961.99	2,630.49
C., Ft. Madison & D. M.	852,000.00	862,596 57	12,118.26			
Chicago, Iowa & Dakota		391,834.20	14,842.20		31,476.16	
Chicago Great Western	54,378,094.02	56,467,015.30	66,836.73	2,632,576.59	2,799,019.49	3,313 04
Chicago, Mil. & St. Paul						
Chicago, R. I. & Pacific	91,944,454.02	93,018,371.34	31,468.50	15,576,728.93	15,782,233.73	5,339.20
Chicago & Nor.-Western	143,763,256.91	148,833,961.83	27,048.52	34,398,964.70	34,073,762.69	6,192.44
Chicago, St. P., M. & O.						
Sioux City & Pacific						
Crooked Creek	195,877.82	195,877 82	11,123.10	15,165.04	18,074.01	1,026.35
D. M North. & Western						
Dubuque & Sioux City						
Stacyville Railroad						
Des Moines Union	1,079,000.00	1,079,030.00	291,621.00	12,000.00	12,000.00	3,243.00
Iowa Central	19,909,251.48	19,887,116.56	39,453.55	611,975.82	611,975.82	1,214.08
Albia & Centerville	400,000.00	400,000.00	16,366.61			
Iowa Northern						
Keokuk & Western	5,084,746.30	5,471,102 30	21,484.79	410,639.49	410,639 49	1,612.56
Mason City & Ft. Dodge	2,405,312.81	2,407,508.96	26,168.58	63,295.03	64,870.90	705.12
Minneapolis & St. Louis						
Muscatine Nor. & South.	888,202.80	888,202.80		11,797.14	11,797.14	
Omaha & St. Louis	5,070,509.23	5,263,607.97	36,701.36	5,569 00	21,704.03	151.36
Willmar & Sioux Falls	5,428,643.36	8,320,525.83	27,347 66		178,952.45	588 18
Tabor & Northern						
Union Pacific						
Wabash						
Winona & Western						
NARROW GAUGE ROADS.						
Burl. & Northwestern	341.992.85	344,092.49	8,884.39	85,391.64	85,391.64	2.204.79
Burlington & Western	1,357,515.23	1,372,308.77	19,410.30	120,910 52	120,910.52	1,710.19
Total	$783,558,853.99	$803,492,904.04		$62,242,685.59	$62,539,686.78	

AND ACTUAL CASH VALUE.

GRAND TOTAL COST OF ROAD AND EQUIPMENT.			TOTAL COST OF ROAD AND EQUIPMENT FOR IOWA.			Actual present cash value of road and equipment.	Actual present cash value of other property.
Total to June 30, 1899.	Total to June 30, 1900.	Per mile.	Total cost to June 30, 1899.	Total cost to June 30, 1900.	Per mile.		
$ 392,226,838.00	$ 400,663,159.26	$ 54,806 00					
45,000 00	206,746.01	9,845.05	$ 45,000.00	$ 206,746.01	$ 9,845.05		
26,207,859.42	26,369,113.59	22,729.45					
170,972.80	170,972.80	93,021.00	170,972.80	170,972.80	93,021.00	$147,040	
226,752,057 62	233,602,754.81	37,545.43	31,424,674.70	32,283,939.79	38,455 23		
9,015,689 79	9,035,504.37	49,705.94		3,867,195.85	49,705.94		
13,514,920.22	13,778,502.01	44,325.24		2,549,022.87	44,325 24		
16,460,388.56	16,588,407.92	73,465.04		3,748,980.19	73,465.04		
852,000.00	862,596.57	12,148 26	852,000.00	862,596 57	12,148.26		
	423,310.36	16,034.48		423,310.36	16,034.48		
57,010,670.61	59,260,031.79	70,149.77	28,505,335.31	29,633,017.40	64,105.00		
218,506,634.82	218,302,680 50	33,989.40		60,578,993.84	33,989.40		
107,521,182 95	108,800,605.07	36,807.70					
178,162,221.61	182,907,724.52	33,240.96	46,527,949.66	47,767,261.33	33,240 96		
56,554,650.09	56,101,206.54	37,709.77		2,811,263 35	37,709 77		
5,766,427 02	5,768,439.51	53,699.87	4,319,720 56	4,321,228 15	53,699.87		
211,042.86	213,951.83	12,149.45	211,042.86	213,951.83	12,149.45		
21,241,775.78	26,831,495.80	36,724.78	20,764,680.98	26,352,826.26	37,419 17		
110,961 50	110,961.50	13,992 62	110,961.50	110,961.50	13,992.62		
1,091,000.00	1,091,000.00	294,864.00	1,091,000.00	1,091,000 00	294,864.00		
20,521,227.30	20,499,092.38	40,667.63	16,913,595.54	16,895,351.94	40,672 99		
400,000.00	400,000 00	16,366.61	400,000.00	400,000 00	16,366.61		
5,495,385.79	5,881,741.79	23,097.35					
2,461,607 84	2,472,379.86	26,873.70	2,468,607,84	2,472,379.86	26,873.70		
900,000 00	900,000.00		900,000.00	900,000 00			
5,076,078.23	5,284,312 00	36,852.72					
5,428,643.36	8,499,478.28	27 935.84					
135,033,500.00	134,944,500 00	74,637 44					
427,384 49	429,484 13	11,089 18	427,384.49	429,484.13	11,089.18		
			1,478,825 75	1,493,219.29	21,120 49		
$1,506,233,720 66	$1,510,406,156 20		$156,611,751 99	$239,583,703 32		$147,040	

TABLE No. 10—INCOME ACCOUNT—IOWA.

RAILROADS.	INCOME FROM OPERATIONS.			INCOME FROM OTHER SOURCES.					
	Gross income.	Operating expenses.	Income from operation.	Dividends on stocks owned.	Interest on bonds owned.	Miscellaneous income less expenses.	Total income from other sources.	Total net income.	Deficit.
Ames & College	$ 5,561.80	$ 3,433.99	$ 2,130.81	.....	.....	.....	.....	$ 2,130.81	.....
Atchison, Topeka & Santa Fe	130,008.00	72,464.20	57,543.80	.....	.....	.....	.....	57,543.80	.....
Marshalltown & Dakota	16,211.83	10,264.60	5,947.23	.....	.....	.....	.....	5,947.23	.....
Burlington, Cedar Rapids & Northern	4,565,470.23	3,133,734.69	1,431,735.54	.....	.....	.....	.....	1,431,735.54	.....
Cedar Rapids, Garner & Northwestern	35,244.80	25,216.75	10,028.05	.....	.....	.....	.....	10,028.05	.....
Chicago, Burlington & Quincy	6,283,191.00	4,565,755.00	1,717,436.00	.....	.....	.....	.....	1,717,436.00	.....
Chicago, Burlington & Kansas City	202,822.98	130,274.22	72,548.76	.....	.....	.....	.....	72,548.76	.....
Kansas City, St. Joe and Council Bluffs	203,620.32	176,590.08	27,030.24	.....	.....	$ 1,105.57	$ 1,105.57	28,135.81	.....
St. Louis, Keokuk & Northwestern	99,455.69	59,031.08	40,424.61	.....	.....	4,163.11	4,163.11	44,587.72	.....
Chicago, Ft. Madison & Des Moines	86,395.83	70,362.91	16,032.92	.....	.....	.....	.....	16,032.92	.....
Chicago, Iowa & Dakota	38,875.40	25,780.26	13,095.14	.....	.....	1,505.61	1,505.61	14,600 75	.....
Chicago Great Western	3,304,096.33	2,281,993.08	1,082,103.25	$ 4,430.00	$ 115.00	.....	4,545.00	1,086,648.25	.....
Chicago, Milwaukee & St. Paul	10,546,168 96	8,091,806.81	2,454,362.15	776.31	6,583.69	32,804.10	40,169.70	2,494,531.85	.....
Chicago, Rock Island & Pacific	7,127,388.50	4,262,801.71	2,864,586.79	80,093.72	28,238.37	84,308.69	192,640.78	3,057,227.57	.....
Chicago, & North-Western	10,389,145 02	6,318,144.68	4,071,000 34	329,311.59	.....	27,911.07	357,222.66	4,428,223.00	.....
Chicago, St Paul, Minneapolis & Omaha	801,185.08	447,526 81	353,658.27	54,383.50	.....	.....	54,383.50	408,041.77	.....
Sioux City & Pacific	419,873.12	279,158.31	140,714.81	.....	.....	4,971.50	4,971 50	145,686.31	.....
Crooked Creek	16,434.02	22,718.37	*6,284.35	.....	.....	.....	.....	.....	$ 6,284.35
Davenport, Rock Island & Northwestern	67,511.18	49,276.93	18,234.25	.....	.....	.....	.....	18,234.25	.....
Dubuque & Sioux City	3,245,638.93	2,279,029.38	966,609.55	.....	32,235.00	183.35	32,418.35	909,027.90	.....
Stacyville Railroad	6,421.13	6,343.86	77.27	.....	.....	.....	.....	77.27	.....
Des Moines Union	162,614.71	116,810.27	45,804.44	.....	.....	.....	.....	45,804.44	.....
Iowa Central	1,739,734.38	1,245,466.22	494,268.16	.....	.....	15,241.86	15,241.86	509,510.02	.....
Iowa Central & Western	56,005 80	29,193.23	26,812.57	.....	.....	25.09	25.09	26,837.66	.....
Albia & Centerville	35,313.49	32,139.06	3,174.43	.....	.....	.....	.....	3,174.43	.....
Iowa Northern	14,066.86	13,259.48	807.38	.....	.....	.....	.....	807.38	.....
Keokuk & Western	472,332.63	291,474.28	180,858.35	.....	.....	.....	.....	180,858.35	.....
Mason City & Ft. Dodge	239,527.03	134,492.27	105,034.76	.....	.....	.....	.....	105,034.76	.....
Minneapolis & St. Louis	508,966.80	387,601.11	121,365.69	.....	.....	.....	.....	121,365.69	.....
Muscatine North & South	34,974.75	34,258.36	716.39	.....	.....	.....	.....	716.39	.....
Omaha & St. Louis	218,162.27	212,538.96	5,623.31	.....	.....	.....	.....	5,623.31	.....
Willmar & Sioux Falls	52,380 62	71,567.95	*19,187.33	.....	.....	.....	.....	.....	19,187.33
Tabor & Northern	15,849.05	13,892.71	2,956.34	.....	.....	.....	.....	1,956.34	.....
Union Pacific	514,075.13	177,093.96	336,981.17	.....	.....	.....	.....	336,981.17	.....
Wabash	192,310.74	221,834.29	*29,523.55	.....	.....	.....	.....	.....	29,523.55
Winona & Western	42,740.58	25,630.20	17,110.38	.....	.....	.....	.....	17,110.38	.....
NARROW GAUGE ROADS.									
Burlington & Northwestern	96,809.13	70,761.91	26,047.22	.....	.....	.....	.....	26,047.22	.....
Burlington & Western	107,991.59	109,702.94	*1,711.35	.....	.....	.....	.....	.....	1,711.35
Total	$ 52,074,571 71	$ 35,409,424.92	$ 16,665,146.79	$ 468,995.12	$ 67,172 06	$ 172,225.55	$ 708,392.73	$ 17 420 253.10	$ 56,706 58

* Deficit.

TABLE No. 11—INCOME ACCOUNT—IOWA.

RAILROADS.	DEDUCTIONS FROM INCOME.							Net income.	Deficit.
	Interest on funded debt account.	Interest on interest bearing current liabilities.	Rents.	Taxes.	Permanent improvements.	Other deductions	Total deductions from income.		
Ames & College									
Atchison, Topeka & Santa Fe				$ 14,186.95			$ 14,186.95		
Boone Valley									
Burlington, Cedar Rapids & Northern									
Cedar Rapids, Garner & N.-W.		$ 7,352.00		438.05		$ 3,466.16	11,256.21		$ 1,228.16
Chicago, Burlington & Quincy	$ 910,364.03		$ 56,580.40	182,468.33		248,456.34	1,397,869.10	$ 319,566.90	
Chicago, Burlington & Kansas City	21,067.60			8,274.52			29,332.12	43,216.64	
Kansas City, St. Joe and C. B.	75,065.14		2,171.11	8,175.74			85,411.99		57,276.18
St. Louis, Keokuk & N.-W.	137,614.00	6,457.95	319.29	6,414.56			150,825.80		106,238.68
Chicago, Ft. Madison & Des Moines				1,791.31		167.00	1,958.31	14,074.61	
Chicago, Iowa & Dakota	9,840.00			1,915.07			11,755.07	2,845.68	
Chicago Great Western	82,074.14	94,481.42		70,884.60			247,440.16	839,208.09	
Chicago, Milwaukee & St. Paul	1,840,704.79			240,971.74			2,081,676.53	412,855.37	
Chicago, Rock Island & Pacific			319,438.40	237,383.20			556,821.60	2,500,405.97	
Chicago & North Western	1,661,285.13		6,526.37	292,917.26	1,087,505.08	73,399.90	3,121,633.74	1,306,589.26	
Chicago, St. Paul, Minn. & O.	72,552.37			29,073.24			101,625.61	306,416.16	
Sioux City & Pacific	146,361.61			14,629.87			160,991.48		15,305.17
Crooked Creek				1,198.12			1,198.12		7,482.47
Des Moines Northern & Western									
Dubuque & Sioux City	583,150.00			106,314.27		46,983.60	736,447.87	262,580.08	
Stacyville R. R.	3,000.00			390.48			3,390.48		3,312.21
Des Moines Union	33,550.00	2,831.70		9,419.74			45,804.44		
Iowa Central	280,015.08	*5,439.77	20,283.12	54,188.01	193,241.05	20,605.00	562,892.47		53,382.45
Iowa Central & Western	2,312.50	8,835.67					11,148.17	15,689.49	
Albia & Centerville				1,815.92	1,320.00		3,135.92	38.51	
Iowa Northern	3,000.00			478.04			3,478.04		2,670.66
Keokuk & Western	54,263.65		2,322.92	8,066.43			64,653.00	116,205.35	
Mason City & Ft. Dodge	82,700.00			10,600.00			93,400.00	11,631.76	
Minneapolis & St. Louis									
Muscatine North & South									
Omaha & St. Louis									
Sioux City & Northern									
Tabor & Northern	2,529.53			256.18	274.67		3,060.38		1,103.04
Union Pacific				22,603.92				314,377.25	
Wabash									
Winona & Western				1,599.12	758.31		2,357.43	14,752.95	
NARROW GAGUE ROADS.									
Burlington & Northwestern	16,998.88	10,474.87		2,062.46		173.73	29,709.94		3,662.72
Burlington & Western	42,351.52			3,583.92		321.77	46,257.21		47,968.56
Total	$ 6,060,929.97	$ 124,996.84	$ 407,641.61	$ 1,332,101.05	$ 1,283,000.00	$ 393,573.50	$ 9,579,768.14	$ 6,180,457.02	$ 299,629.70

* Credit.

TABLE No. 12—INCOME

RAILROADS.	PAYMENTS FROM NET INCOME.					
	DIVIDENDS ON STOCK.				Other payments.	Total.
	COMMON.		PREFERRED.			
	Rate.	Amount.	Rate.	Amount.		
Ames & College						
Atchison, Topeka & Santa Fe						
Boone Valley						
Burlington, Cedar Rapids & North'n						
Cedar Rapids, Garner & North-West'n						
Chicago, Burlington & Quincy						
Chicago, Burlington & Kansas City	.3	$ 10,272.00				$ 10,272.00
Kansas City, St. Jo & Council Bluffs	5.8	36,749.36				36,749.36
St. Louis, Keokuk & North-Western	8.6	22,700.09				22,700.09
Chicago, Ft. Madison & Des Moines						
Chicago, Iowa & Dakota						
Chicago Great Western			5.	$ 284,310.00	$284,325.25	568,635.25
Chicago, Milwaukee & St. Paul	5.	652,549.57	7.	698,336.52		1,350,886.09
Chicago, Rock Island & Pacific						
Chicago & North-Western	6.	561,883.03	7.	375,343.85		937,226.88
Chicago, St. Paul, Minn. & Omaha	5.	46,479.27	7.	39,477.60		85,956.87
Sioux City & Pacific			7.	8,862.04		8,862.04
Crooked Creek						
Des Moines Northern & Western						
Dubuque & Sioux City						
Stacyville Railroad						
Des Moines Union						
Iowa Central			3.	140,130.90		140,130.90
Iowa Central & Western						
Albia & Centerville	2.5	10,000.00				10,000.00
Iowa Northern						
Keokuk & Western						
Mason City & Ft. Dodge						
Minneapolis & St. Louis						
Muscatine North & South						
Omaha & St. Louis						
Sioux City & Northern						
Tabor & Northern						
Union Pacific						
Wabash						
Winona & Western						
NARROW GAUGE ROADS.						
Burlington & Northwestern						
Burlington & Western						
Totals		$1,340,630.32		$1,546,460.91	$284,325.25	$3,171,425.48

ACCOUNT—IOWA.

FROM OPERATIONS YEAR ENDING JUNE 30, 1900.		FROM OPERATIONS YEAR ENDING JUNE 30, 1899.		FOR YEAR.		ON JUNE 30, 1900.	
Surplus.	Deficit.	Surplus.	Deficit.	Additions.	Deductions.	Surplus.	Deficit.
	$ 1,228.16	$ 1,026.25					
$ 32,944.64		83,905.89				$ 116,850.53	
	94,025.54		$ 166,372.34				$ 260,397.88
	128,944.17		294,358.24				423,302.41
14,074.61			91.76			13,982.85	
2,845.68						2,845.68	
270,572.84							
	938,030.77						
369,362.38		1,286,326.43				1,655,688.81	
220,459.29					$25,050.00	195,409.29	
	24,167.21		1,441,477.67				1,465,644.88
	7,482.47		28,914.67				36,397.14
	3,313.21		2,915.89				6,229.10
	193,513.35	350,986.21				157,472.86	
						15,689.49	
	9,961.49	3,849.38					6,112.11
	2,670.66	131.00					2,539.66
11,634.76			679,995.00		11,634.76		668,360.24
1,103.04			116.44				1,219.48
	3,662.72		128,249.27				131,911.99
	47,968.56		633,667.26				681,635.82
$922,097.24	$1,454,968.31	$1,726,225.16	$2,376,158.54		$36,684.76	$2,167,939.51	$3,683,750.71

TABLE No. 13—INCOME ACCOUNT—ENTIRE LINE.

RAILROADS.	INCOME FROM OPERATIONS.			INCOME FROM OTHER SOURCES.				
	Gross amount	Operating expenses.	Income from operation.	Dividends on stock owned.	Interest on bonds owned.	Miscellaneous income less expenses.	Total income from other sources.	Total income
Ames & College	$ 5,564.80	$ 3,433.99	$ 2,130.81					$ 2,130.81
Atchison, Topeka & Santa Fe	30,956,915.56	17,912,540.82	13,044,374.74	$ 46,000.00	$ 115,960.14	$5,147,524.77	$5,309,484.91	18,353,859.65
Marshalltown & Dakota	16,211.83	10,264.60	5,947.23					5,947.23
Burlington, Cedar Rapids & Northern	4,998,953.11	3,472,491.68	1,526,461.43			41,258.19	41,258.19	1,567,719.62
Cedar Rapids, Garner & North-Western	35,244.80	25,216.75	10,028.05					10,028.05
Chicago, Burlington & Quincy	37,962,008.42	23,473,981.58	14,488,086.84	1,285,432.25	835,205.76	340,451.45	2,461,089.46	16,949,176.30
Chicago, Burlington & Kansas City	431,538.26	302,963.30	128,574.96					128,574.96
Kansas City, St. Joe & C B	2,282,340.98	1,471,584.03	810,756.95			5,970.65	5,970.65	816,727.60
St. Louis, Keokuk & North-Western	2,631,685.69	1,475,777.12	1,155,908.57			18,420.86	18,420.86	1,174,329.43
Chicago, Ft. Madison & Des Moines	86,395.83	70,362.91	16,032.92					16,032.92
Chicago, Iowa & Dakota	38,875.40	25,780.26	13,095.14			1,505.61	1,505.61	14,600.75
Chicago Great Western†	6,711,947.06	4,873,297.80	1,838,649.26	8,860.00	230.00		9,090.00	1,847,739.26
Chicago, Milwaukee & St. Paul	41,884,092.00	27,162,829.17	14,721,862.83	2,797.50	23,725.00	118,233.17	144,755.67	14,866,618.50
Chicago, Rock Island & Pacific	23,211,990.91	14,964,706.64	8,247,284.27	297,461.50	104,875.00	304,973.73	707,310.23	8,954,594.50
Chicago & North-Western	43,390,994.91	26,388,175.67	17,002,819.24	1,375,393.00		116,572.58	1,491,965.58	18,494,784.82
Chicago, St. Paul, Minneapolis & Omaha	10,409,863.89	6,416,367.34	3,993,496.55	460,399.37			460,399.37	4,453,895.92
Sioux City & Pacific	560,491.74	372,650.50	187,841.24			6,636.49	6,636.49	194,477.73
Crooked Creek	16,434.02	22,718.37	*6,284.35					*6,284.35
Davenport, Rock Island & Northwestern†								
Des Moines Northern & Western	75,137.69	54,843.56	20,294.13					20,294.13
Dubuque & Sioux City	3,271,395.25	2,317,971.72	953,423.53		32,235.00	183.35	32,418.35	985,841.88
Stacyville Railroad	6,421.13	6,343.86	77.27					77.27
Des Moines Union	162,614.71	116,810.27	45,804.44					45,804.44
Iowa Central	2,325,919.20	1,724,849.40	601,069.80			15,613.00	15,613.00	616,682.80
Iowa Central & Western	56,005.80	29,193.23	26,812.57			25.09	25.09	26,837.66
Albia & Centerville	35,313.49	32,139.06	3,174.43					3,174.43
Iowa Northern	14,066.86	13,259.48	807.38					807.38
Keokuk & Western	694,606.81	428,638.65	265,968.16					265,968.16
Mason City & Ft. Dodge	239,527.03	134,492.27	2,105,034.76					105,034.76
Minneapolis & St. Louis	3,024,198.35	1,702,448.91	1,321,749.44	990.00	27,720.00	55,891.27	84,601.27	1,406,350.71
Muscatine North & South	34,974.75	34,258.36	716.39					716.39
Omaha & St. Louis	477,264.31	464,058.85	13,205.46					13,205.46
Sioux City & Northern	§ 175,526.33	130,967.91	44,558.42			3,809.72	3,809.72	48,368.14
Willmar & Sioux Falls†	1,159,085.32	504,421.49	654,663.83			774.25	774.25	655,438.08
Tabor & Northern	15,849.05	13,892.71	1,956.34					1,956.34
Union Pacific								
Wabash	16,510,898.76	12,131,378.72	4,379,520.04	250,729.34		18,884.51	269,613.85	4,649,133.89
Winona & Western	211,230.97	131,436.76	79,794.21					79,794.21
NARROW GAUGE ROADS.								
Burlington & Northwestern	96,809.13	70,761.91	26,047.22					26,047.22
Burlington & Western	107,991.59	109,702.94	*1,711.35					*1,711.35
Total	$234,327,045.74	$148,597,012.59	$85,730,033.15	$3,728,062.96	$1,139,950.90	$6,196,728.69	$11,064,742.55	$96,594,775.70

*Deficit. §For six months ending December 31, 1899. †Six months beginning January 1, 1900.

TABLE 14—INCOME ACCOUNT—ENTIRE LINE.

RAILROADS.	DEDUCTIONS FROM INCOME.							Net income.	Deficit.
	Interest on funded debt accrued.	Interest on interest—barring current liabilities.	Rents.	Taxes.	Permanent improvement.	Other deductions.	Total deductions from income.		
Ames & College									
Atchison, Topeka & Santa Fe	$ 5,291,326.50			$ 1,215,869.11		$ 53,519.06	$ 6,560,714.67	$ 11,793,144.98	
Boone Valley									
Burlington, Cedar Rapids & Nor.	791,150.00			152,050 13			943,200 13	624,519.49	
Cedar Rapids, Garner & N.-W.		$ 7,352.00		438.05		3,466 16	11,256.21		$ 1,228.16
Chicago, Burlington & Quincy	6,743,437.29	*60,988.71	$ 287,230.27	1,366,489.24		487,400.00	8,945,545.51	8,003,630.79	
Chicago, Burlington & Kan. Cy.	49,200.00			16,511.73			65,711.73	62,863.23	
Kansas City, St. Jo & C. B.	405,757.49		7,529 99	48,566.27			461,853.75	354,873.85	
St. Louis, Keokuk & N.-W.	609,000.00	28,575.02	23,677.54	41,324.17			702,576.73	471,752.70	
Chicago, Ft. Madison & D. Moines				1,791.31		167.00	1,958.31	14,074.61	
Chicago, Iowa & Dakota	9,840 00			1,915.07			11,755.07	2,845.68	
Chicago Great Western	164,148.27	188,962 84		213,574.05			566,685.16	1,281,054.10	
Chicago, Milwaukee & St. Paul	6,633,170.41			1,258,007.84			7,891,178.25	6,975,440.25	
Chicago, Rock Island & Pacific	2,941,980.00		444,438.40	900,288.45			4,286,706.85	4,667,887.65	
Chicago & North-Western	6,938,474.21		27,257.85	1,223,389.54	$ 4,542,041.44	306,559 83	13,037,722.87	5,457,061.95	
Chicago, St. Paul, Minn. & O.	1,448,151 00			394,088.72			1,842,239.72	2,611,656.20	
Sioux City & Pacific	195,379.20			19,529 52			214,908.72		20,430 99
Crooked Creek				1,198.12			1,198.12		7,482.47
Dubuque & Sioux City	609,500 00			108,855 45		46,983.60	765,339.05	220,502.83	
Stacyville R. R.	3,000.00			390.48			3,390 48		3,313.21
Des Moines Union	33,550.00	2,834.70		9,419.74			45,804.44		
Iowa Central	339,741.66	†6,600.06	35,460.00	72,111.11	234,458.90	25,000 00	700,171.01		83,488.81
Iowa Central & Western	2,312.50	8,835.67					11,148 17	15,689.49	
Albia & Centerville				1,815 92	1,320.00		3,135.92	38.51	
Iowa Northern	3,000.00			478.04			3,478.04		2,670.66
Keokuk & Western	79,799.49		3,416.06	19,950.42		2,499.37	105,665.34	160,302.82	
Mason City & Ft. Dodge	82,800.00			10,600 00			93,400 00	11,634.76	
Minneapolis & St. Louis	892,540.00			98,877.79		308.77	991,726.56	414,624.15	
Muscatine North & South									
Omaha & St. Louis	95,040.00			18,241.29		56.28	113,337.57		100,132.11
‡Sioux City & Northern				5,373.55	20,571.60		25,945.15	22,422.99	
§Willmar & Sioux Falls	182,300.00		11,250.00	47,480.92			241,030 92	414,407.16	
Tabor & Northern	2,529.53			256 18	274.67		3,060.38		1,103.04
Union Pacific									
Wabash	2,857,381.11		682,141.88	567,327 22		332,184.67	4,439,034.88	210,099 01	
Winona & Western			5,594.37	3,888 79			9,483 16	70,311.05	
NARROW GAUGE ROADS.									
Burlington & Northwestern	16,998.80	10,474.87		2,062.46		173.73	29,709 94		3,662.72
Burlington & Western	42,351.52			3,583.92		321.77	46,257.21		47,968.56
Total	$ 37,463,869.06	$ 301,423.75	$ 1,527,996.36	$ 7,825,744.60	$ 4,798,666.61	$ 1,258,630.24	$ 53,176,330.62	$ 43,860,838.25	$ 271,480.73

*War revenue tax. †Credit. ‡Six months ending December 31, 1899. §Six months beginning January 1, 1900.

TABLE No. 13—INCOME ACCOUNT—ENTIRE LINE.

RAILROADS.	INCOME FROM OPERATIONS.			INCOME FROM OTHER SOURCES.				
	Gross amount	Operating expenses.	Income from operation.	Dividends or stock owned.	Interest on bonds owned.	Miscellaneous income less expenses.	Total income from other sources.	Total income
Ames & College	$ 5,564.80	$ 3,433.99	$ 2,130.81	.....	.....	.....	.....	$ 2,130.81
Atchison, Topeka & Santa Fe	30,956,915.56	17,912,540.82	13,044,374.74	$ 46,000.00	$ 115,960.14	$5,147,524.77	$5,309,484.91	18,353,859.65
Marshalltown & Dakota	16,211.83	10,264.60	5,947.23	.....	.....	.....	.....	5,947.23
Burlington, Cedar Rapids & Northern	4,998,953.11	3,472,491.68	1,526,461.43	.....	.....	41,258.19	41,258.19	1,567,719.62
Cedar Rapids, Garner & North-Western	35,244.80	25,216.75	10,028.05	.....	.....	.....	.....	10,028.05
Chicago, Burlington & Quincy	37,962,068.42	23,473,981.58	14,488,086.84	1,285,432.25	835,205.76	340,451.45	2,461,089.46	16,949,176.30
Chicago, Burlington & Kansas City	431,538.26	302,963.30	128,574.96	.....	.....	.....	.....	128,574.96
Kansas City, St. Joe & C B	2,282,340.98	1,471,584.03	810,756.95	.....	.....	5,970.65	5,970.65	816,727.60
St. Louis, Keokuk & North-Western	2,631,685.69	1,475,777.12	1,155,908.57	.....	.....	18,420.86	18,420.86	1,174,329.43
Chicago, Ft. Madison & Des Moines	86,395.83	70,362.91	16,032.92	.....	.....	.....	.....	16,032.92
Chicago, Iowa & Dakota	38,875.40	25,780.26	13,095.14	.....	.....	1,505.61	1,505.61	14,600.75
Chicago Great Western†	6,711,947.06	4,873,297.80	1,838,649.26	8,860.00	230.00	.....	9,090.00	1,847,739.26
Chicago, Milwaukee & St Paul	41,884,892.00	27,162,829.17	14,721,802.83	2,797.50	23,725.00	118,233.17	144,755.67	14,866,618.50
Chicago, Rock Island & Pacific	23,211,990.91	14,964,706.64	8,247,284.27	297,461.50	104,875.00	304,973.73	707,310.23	8,954,594.50
Chicago & North-Western	43,390,994.91	26,388,175.67	17,002,819.24	1,375,393.00	.....	116,572.58	1,491,965.58	18,494,784.82
Chicago, St Paul, Minneapolis & Omaha	10,409,863.89	6,416,367.34	3,993,496.55	460,399.37	.....	.....	460,399.37	4,453,895.92
Sioux City & Pacific	560,491.74	372,650.50	187,841.24	.....	.....	6,636.49	6,636.49	194,477.73
Crooked Creek	16,434.02	22,718.37	*6,284.35	.....	.....	.....	.....	*6,284.35
Davenport, Rock Island & Northwestern †	.....	.....	.....	.....	.....	.....	.....	.....
Des Moines Northern & Western	75,137.69	54,843.56	20,294.13	.....	.....	.....	.....	20,294.13
Dubuque & Sioux City	3,271,395.25	2,317,971.72	953,423.53	.....	32,235.00	183.35	32,418.35	985,841.88
Stacyville Railroad	6,421.13	6,343.86	77.27	.....	.....	.....	.....	77.27
Des Moines Union	162,614.71	116,810.27	45,804.44	.....	.....	.....	.....	45,804.44
Iowa Central	2,325,919.20	1,724,849.40	601,069.80	.....	.....	15,613.00	15,613.00	616,682.80
Iowa Central & Western	56,005.80	29,193.23	26,812.57	.....	.....	25.09	25.09	26,837.66
Albia & Centerville	35,313.49	32,139.06	3,174.43	.....	.....	.....	.....	3,174.43
Iowa Northern	14,066.86	13,259.48	807.38	.....	.....	.....	.....	807.38
Keokuk & Western	694,666.81	428,638.65	265,968.16	.....	.....	.....	.....	265,968.16
Mason City & Ft. Dodge	239,527.03	134,492.27	2,105,034.76	.....	.....	.....	.....	105,034.76
Minneapolis & St. Louis	3,024,198.35	1,702,448.91	1,321,749.44	990.00	27,720.00	55,891.27	84,601.27	1,406,350.71
Muscatine North & South	34,974.75	34,258.36	716.39	.....	.....	.....	.....	716.39
Omaha & St. Louis	477,264.31	464,058.85	13,205.46	.....	.....	.....	.....	13,205.46
Sioux City & Northern	§ 175,526.33	130,967.91	44,558.42	.....	.....	3,809.72	3,809.72	48,368.14
Willmar & Sioux Falls†	1,159,085.32	504,421.49	654,663.83	.....	.....	774.25	774.25	655,438.08
Tabor & Northern	15,849.05	13,892.71	1,956.34	.....	.....	.....	.....	1,956.34
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	16,510,898.76	12,131,378.72	4,379,520.04	250,729.34	.....	18,884.51	269,613.85	4,649,133.89
Winona & Western	211,230.97	131,436.76	79,794.21	.....	.....	.....	.....	79,794.21
NARROW GAUGE ROADS.								
Burlington & Northwestern	96,809.13	70,761.91	26,047.22	.....	.....	.....	.....	26,047.22
Burlington & Western	107,991.59	109,702.94	*1,711.35	.....	.....	.....	.....	*1,711.35
Total	$234,327,045.74	$148,597,012.59	$85,730,033.15	$3,728,062.96	$1,139,950.90	$6,196,728.69	$11,064,742.55	$96,594,775.70

*Deficit. §For six months ending December 31, 1899. †Six months beginning January 1, 1900.

TABLE 14—INCOME ACCOUNT—ENTIRE LINE.

RAILROADS.	DEDUCTIONS FROM INCOME. Interest on funded debt accrued.	Interest on interest—bearing current liabilities.	Rents.	Taxes.	Permanent improvement.	Other deductions.	Total deductions from income.	Net income.	Deficit.
Ames & College									
Atchison, Topeka & Santa Fe	$ 5,291,326.50			$ 1,215,869.11		$ 53,519.06	$ 6,560,714.67	$ 11,793,144.98	
Boone Valley									
Burlington, Cedar Rapids & Nor.	791,150.00			152,050 13			943,200 13	624,519.49	
Cedar Rapids, Garner & N.-W.		$ 7,352.00		438.05		3,466 16	11,256.21		$ 1,228.16
Chicago, Burlington & Quincy	6,743,437.29	*60,988.71	$ 287,230.27	1,366,489.24		487,400.00	8,945,545.51	8,003,630.79	
Chicago, Burlington & Kan. Cy.	49,200.00			16,511.73			65,711.73	62,863.23	
Kansas City, St. Jo & C. B.	405,757.49		7,529 99	48,566.27			461,853.75	354,873.85	
St. Louis, Keokuk & N.-W.	609,000.00	28,575.02	23,077.54	41,324.17			702,576.73	471,752.70	
Chicago, Ft. Madison & D. Moines				1,791.31		167.00	1,958.31	14,074.61	
Chicago, Iowa & Dakota	9,840 00			1,915.07			11,755.07	2,845.68	
Chicago Great Western	164,148.27	188,962 84		213,574.05			566,685.16	1,281,054.10	
Chicago, Milwaukee & St. Paul	6,633,170.41		1,258,007.84				7,891,178 25	6,975,440.25	
Chicago, Rock Island & Pacific	2,941,980.00		444,438.40	900,288.45			4,286,706.85	4,667,887.65	
Chicago & North-Western	6,938,474.21		27,257.85	1,223,389 54	$ 4,542,041.44	306,559 83	13,037,722.87	5,457,061.95	
Chicago, St. Paul, Minn. & O.	1,448,151 00			394,088.72			1,842,239.72	2,611,656.20	
Sioux City & Pacific	195,379.20			19,529 52			214,908.72		20,430 99
Crooked Creek				1,198.12			1,198.12		7,482.47
Dubuque & Sioux City	609,500 00			108,855 45		46,983.60	765,339.05	220,502.83	
Stacyville R. R.	3,000.00			390.48			3,390 48		3,313.21
Des Moines Union	31,550.00	2,834.70		9,419.74			45,804.44		
Iowa Central	339,741.66	†6,600.06	35,460.00	72,111.11	234,458.90	25,000 00	700,171.61		83,488.81
Iowa Central & Western	2,312.50	8,835.67					11,148 17	15,689.49	
Albia & Centerville				1,815 92	1,320.00		3,135.92	38.51	
Iowa Northern	3,000.00			478.04			3,478.04		2,670.66
Keokuk & Western	79,799.49		3,416.06	19,950.42		2,499.37	105,665.34	160,302.82	
Mason City & Ft. Dodge	82,800.00			10,600 00			93,400 00	11,634.76	
Minneapolis & St. Louis	892,540.00			98,877.79		308.77	991,726.56	414,624.15	
Muscatine North & South									
Omaha & St. Louis	95,040.00			18,241.29		56.28	113,337.57		100,132.11
‡Sioux City & Northern				5,373 55	20,571.60		25,945.15	22,422.99	
§Willmar & Sioux Falls	182,300.00		11,250.00	47,480.92			241,030 92	414,407.16	
Tabor & Northern	2,529.53			256 18	274.67		3,060.38		1,103.04
Union Pacific									
Wabash	2,857,381.11		682,141.88	567,327 22		332,184.67	4,439,034.88	210,099 01	
Winona & Western			5,594.37	3,888 79			9,483 16	70,311.05	
NARROW GAUGE ROADS.									
Burlington & Northwestern	16,998.80	10,474.87		2,062.46		173.73	29,709 94		3,662.72
Burlington & Western	42,351.52			3,583.92		321.77	46,257.21		47,968.56
Total	$ 37,463,859.06	$ 301,423.75	$ 1,527,996.36	$ 7,825,744.60	$ 4,798,666.61	$ 1,258,640.24	$ 53,176,330.62	$ 43,860,838.25	$ 271,480.73

*War revenue tax. †Credit. ‡Six months ending December 31, 1899. §Six months beginning January 1, 1900.

TABLE No. 15—INCOME—

RAILROADS.	PAYMENTS FROM NET INCOME.					
	DIVIDENDS ON STOCKS.				Other payments.	Total.
	COMMON.		PREFERRED.			
	Rate.	Amount.	Rate.	Amount.		
Ames & College	....	.....	....	.....	.....	.....
Atchison, Topeka & Santa Fe.	....	.....	2.75	$ 3,139,556.75	.....	$ 3,139,556.75
Boone Valley	....	.....	....	.....	.....	.....
Burlington, Cedar Rapids & Northern	8.	$ 440,000.00	..	.....	.....	440,000.00
Cedar Rapids, Garner & Northwestern	....	.....	....	.....	.....	.....
Chicago, Burlington & Quincy	6.	5,829,678.00	....	....	.....	5,829,678.00
Chicago, Burlington & Kansas City	.3	24,000 0	....	.....	.....	24,000.00
Kansas City, St. Joe and Council Bluffs	5.8	353,359 20	....	.....	.....	353,359.20
St. Louis, Keokuk & Northwestern	8.6	468,166.80	...	....	.....	468,166.80
Chicago, Ft Madison & Des Moines	....	.....	....	.....	.....	.....
Chicago, Iowa & Dakota	....	.....	....	.....	.....	.....
Chicago Great Western	‡4.	568,650.50	5.	568,620.00	.....	1,137,270.50
Chicago, Milwaukee & St. Paul	5.	2,351,530.10	7.	2,516,528.00	.....	4,868,058.00
Chicago, Kock Island & Pacific	4.	1,999,624.00	....	.....	.....	1,999,624.00
Chicago & North-Western	6.	2,346,744 00	7.	1,567,650.00	.....	3,914,394.00
Chicago, St. Paul, Minneapolis & Omaha.	5.	927,730.00	7.	787,976.00	.....	1,715,706.00
Sioux City & Pacific	....	.....	7.	11,830.00	.....	11,830.00
Crooked Creek	....	.....	....	.....	.....	.....
Davenport, Rock Island & Northwestern	....	.....	....	.....	.....	.....
Dubuque & Sioux City	3	299,988.00	....	.....	.....	299,988.00
Stacyville Railroad	..	.....	....	.....	.....	.....
Des Moines Union	....	.....	....	.....	.....	.....
Iowa Central	....	....	3.	170,020.50	.....	170,020.50
Iowa Central & Western	....	.....	....	.....	.....	.....
Albia & Centerville	2.5	10 000.00	....	.....	.....	10,000.00
Iowa Northern	....	.....	....	.....	.....	.....
Keokuk & Western	4.25	170,000.00	....	.....	.....	170,000 00
Mason City & Ft. Dodge	....	.....	....	.....	.....	.....
Minneapolis & St. Louis	1.5	90,000.00	5.	200.000 00	.....	290,000.00
Muscatine North & South	....	.....	....	.....	.....	.....
Omaha & St Louis	....	.....	....	.....	.....	.....
†Sioux City & Northern	....	.....	....	.....	.....	.....
*Willmar & Sioux Falls	..	....	6.	420.000.00	.....	420,000 00
Tabor & Northern	....	.....	....	....	.....	.....
Union Pacific	....	.....	....	.....	.....	.....
Wabash	....	....	....	....	.....	.....
Winona & Western	....	.....	....	.....	.....	.....
NARROW GAUGE ROADS.						
Burlington & Northwestern	.	.....	....	.....	.....	.....
Burlington & Western	....	.....	....	.....	.....	.....
Total		$ 15 870 470 50	....	$ 9,382 181 25	.....	$ 25,261,651.75

‡ Debenture stock. † Six months ending December 31, 1899. * Six months beginning January 1, 1900.

ENTIRE LINE.

FROM OPERATIONS, YEAR ENDING JUNE 30, 1900.		FROM OPERATIONS, YEAR ENDING JUNE 30, 1899.		FOR YEAR ENDING JUNE 30, 1900.		ON JUNE 30, 1900.	
Surplus.	Deficit.	Surplus.	Deficit.	Additions	Deductions.	Surplus.	Deficit.
$ 8,653,588.23		$ 4,414,491.92			$ 3,073,460.57	$ 9,994,619.58	
184,519.49		2,954,275.46		235,801 62		3,374,596.57	
	$ 1,228.16	1,020.25					$ 201.91
2,173,952.79		13,690,216.43				15,864,169.22	
38,863.23		120,520.54				159,383.77	
1,514.65		1,783,540.67			122.51	1,784,932.81	
3,585.90		911,486.34				915,072.24	
14,074.61			$ 91.76			13,982.85	
2,845.68						2,845.68	
143,783.60						143,783.60	
2,107,382.25		12,779,871.41				14,887,253.66	
2,668,263.65		2,300,460.73			110,231.52	4,858,492.86	
1,542,667.95		5,372,432.83				6,915,000.78	
895,950.20		4,506,785.19			2,500,000.00	2,902,735.39	
	32,260.99		1,924,239.24				1,956,500.23
	7,482.47		28,914.67				36,397.14
	79,485.17	441,819.49		811.45		363,145.77	
	3,313.21		2,915.89				6,229.10
	253,509.31	254,947.21				1,437.90	
						15,689.49	
	9,961.49	3,849.38					6,112.11
	2,670.66	131.00					2,539.66
	9,697.18	37,986.01				28,288.83	
11,634.76			679,995.00				668,360.24
124,624.15		470,567.35				595,191.50	
	100,132.11		210,772.49		63,538.94		374,443.54
22,422.99							
	5,592.84	381,607.47				376,014.63	
	116.44	1,103.04					1,219.48
210,099.01		222,480.94		56,327.37	111,065.08	377,842.24	
70,311.05		63,550.01				133,861.06	
	3,662.72		128,249.27				131,911.99
	47,968.56		633,667.26				681,635.82
$18,870,084.19	$ 557,081.31	$ 50,713,149.67	$ 3,608,845.58	$ 292,940.44	$ 5,858,418.62	$ 63,708,340.43	$ 3,865,551.22

TABLE No. 16—

RAILROADS.	PASSENGER.				
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa	Crossing the state.	Total passenger revenue.
Ames & College					$ 3,652.15
Atchison, Topeka & Santa Fe					25,127.44
Boone Valley	$ 136.58				136.58
Burlington, Cedar Rapids & Northern	654,501.39	$ 98,897.73	$163,130.52	$102,976.12	1,019,565 76
Cedar Rapids, Garner & Northwestern	2,715.72				2,715.72
Chicago, Burlington & Quincy					
Chicago, Burlington & Kansas City					
Kansas City, St. Joe & Council Bluffs					
St. Louis, Keokuk & Northwestern					
Chicago, Ft. Madison & Des Moines	17,116.84				17,116.84
Chicago, Iowa & Dakota					7,013.39
Chicago Great Western					598,063.69
Chicago, Milwaukee & St Paul					1,722,448.02
Chicago, Rock Island & Pacific					1,860,238.12
Chicago & North-Western	1,130,411.27	265,215.63	246,486.60	530,050.19	2,172,163.69
Chicago St. Paul Minneapolis & Omaha					187,025.93
Sioux City & Pacific	104,302.43	36,570.37	22,907.21	45,703.17	209,483.18
Crooked Creek	673.80				673.80
Davenport, Rock Island & N.-W					
Dubuque & Sioux City					803,925.98
Stacyville R. R					504.36
Des Moines Union					
Iowa Central					327,435.20
Albia & Centerville					8,942.02
Iowa Northern					550.78
Keokuk & Western					
Mason City & Ft Dodge					37,238.22
Minneapolis & St. Louis					119,996 93
Muscatine North & South					5,201.01
Omaha & St. Louis					62,255.85
Willmar & Sioux Falls					4,740.11
Tabor & Northern					3,273.26
Union Pacific					
Wabash					
Winona & Western					6,520.31
NARROW GAUGE ROADS.					
Burlington & Northwestern					20,183.11
Burlington & Western					19,694.37
Total	$ 1,100,918.03	$ 400,665.73	$ 432,524.33	$ 678,720.48	$ 9,245,885.82

EARNINGS—IOWA.

EXPRESS.								
Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state.	Total express.	Extra baggage and storage.	Mails.	Other items.	Total passenger earnings
								$ 3,652.15
				$ 3,892.01	$ 399.83	$ 6,992.28	$ 181.07	36,592.63
				232 98		167.18		536.75
				64,342 55		152.039.15		1,235,947.46
				306.00	108.00	600.00		3,729.83
								61,522.35
								71,744.58
								14,234.32
				3,289.16	256.98	4,819.69	470.88	25,953.55
				469.91		1,276.26		8,759.56
				53,548 95		57,930.34	25.25	709,568.23
				177,436.80	36,908.34	265,784.30	56,709.55	2,259,287.01
				140,560.20	26,023.33	186,643.92		2,213,465.57
				124,626.48	47,922.74	346,518.60	2,576.68	2,693,808.19
				11,473.44	4.883.00	26,662.62		230,044.99
				7,867.37	4,800.73	29,074.08	191.80	251,417.16
						693.71		1,367 51
								19.111.75
				58,996.11	25,006.45	96,722.11	4,131.81	988,782.40
				241.29	13.44	341.40		1,100.49
				14,402.40	5,460.73	50,711 93	952.09	398,062.35
				300.00	219.79	1,147.15		10,608.96
								550.78
								153,880.42
				1,220.93	1,278.35	4,105.17		43.842 67
				13,797 42	2,495 45	24,550 81	282.44	101,123.05
				613.10	61.75			5,875.80
				3,813.26		15,225.45		81,294.56
								4,740.11
				277.50	90.43	481.28		4,122.47
								69,427.89
				311.42		1,685.54	55.96	8,573.23
				918.00	181.45	3,833 88	75.00	25,191 44
				1,782.00	4,747 64	215 37	82.34	26,521.72
				$ 684,719.28	$ 160,858.43	$ 1,278,222.22	$65,734.87	$ 11,825,342.05

TABLE 17—EARNINGS—IOWA—CONTINUED.

RAILROADS.	FREIGHT.									
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state.	Total freight revenue.	Stock yards.	Elevators.	Other items.	Total freight earnings.	Total passenger and freight earnings
Ames & College					$ 1,463.60			$ 449.05	$ 1,912.65	$ 5,564.80
Atchison, Topeka & Santa Fe					91,460.17	$ 147.00		151.07	91,758.24	128,350.87
Boone Valley					15,075.08				15,675.08	16,211.83
Burlington, Cedar Rapids & N.	$ 762,887.36	$ 1,104,950.35	$ 859,305.88	$ 596,379.18	3,323,522.77				3,323,522.77	4,559,470.23
Cedar Rapids, Garner & N.-W.	4,462.44		27,052.53		31,514.97				31,514.97	35,244.80
Chicago, Burlington & Quincy										
Chicago, Burlington & Kan. Cy					138,302.64				138,302.64	199,824.99
Kansas City, St. Jo & C. Bluffs					113,489.44				113,489.44	185,234.02
St. Louis, Keokuk & N.-W.					81,432.54				81,432.54	95,660.86
Chicago, Ft. Madison & Des M.					60,442.28				60,442.28	86,395.83
Chicago, Iowa & Dakota					30,115.84	1,505.61			31,621.45	40,381.01
Chicago Great Western					2,643,827.50				2,643,827.50	3,353,395.73
Chicago, Milwaukee & St. Paul					8,265,835.48				8,265,835.48	10,525,122.49
Chicago, Rock Island & Pacific					4,886,121.72				4,886,121.72	7,099,587.29
Chicago & North-Western	1,541,657.99	2,448,637.12	1,337,434.27	2,664,410.43	7,992,139.81			1,326.84	7,993,466.65	10,687,274.84
Chicago, St. Paul, Minn. & O.					563,074.47			177.09	563,251.56	793,206.55
Sioux City & Pacific	66,515.96	85,402.92	46,814.85	22,182.40	220,916.13				220,916.13	472,333.29
Crooked Creek					15,066.51				15,066.51	16,434.02
Davenport, R. I. & N. W.					48,399.43				48,399.43	67,511.18
Dubuque & Sioux City					2,211,509.27			97.23	2,211,606.50	3,200,388.96
Stacyville Railroad					5,317.64				5,317.64	6,418.13
Des Moines Union										
Iowa Central					1,339,334.85				1,339,334.85	1,738,297.20
Albia & Centerville					24,690.67				24,690.67	35,299.63
Iowa Northern					13,516.08				13,516.08	14,066.86
Keokuk & Western					297,562.91				297,562.91	451,443.33
Mason City & Ft. Dodge					187,725.01				187,725.01	231,567.68
Minneapolis & St. Louis					344,262.39				344,262.39	505,185.44
Muscatine North & South					29,042.09				29,042.09	34,917.95
Omaha & St. Louis					136,807.71				136,807.71	218,162.27
Willmar & Sioux Falls					46,005.56			2.00	46,007.56	50,747.67
Tabor & Northern					11,463.87				11,463.87	15,586.34
Union Pacific										
Wabash					122,882.85				122,882.85	192,310.74
Winona & Western					34,167.35				34,167.35	42,740.58
NARROW GAUGE ROADS.										
Burlington & Northwestern					71,617.69				71,617.69	96,809.13
Burlington & Western					81,469.87				81,469.87	107,991.59
Total	$ 2,375,523.75	$ 3,638,990.39	$ 2,270,607.53	$ 3,282,972.01	$ 33,480,236.19	$ 1,652.61		$ 2,203.28	$ 33,484,092.08	$ 45,309,431.13

TABLE No. 18—EARNINGS—IOWA.

RAILROADS.	OTHER EARNINGS FROM OPERATION.								Total gross earnings from operation—Iowa.
	Switching charges balance.	Car mileage credit—balance.	Hire of equipment—balance.	Telegraph.	Rents for tracks, yards and terminals.	Rents not otherwise provided for.	All other service.	Total other earnings.	
Ames & College									$ 5,564.80
Atchison, Topeka & Santa Fe	$ 290.50		$ 732 72	$ 170.43	$ 9 54	$ 320.60	$ 133.34	$ 1,657 13	130,008.00
Marshalltown & Dakota									16,211.83
Burlington, Cedar Rapids & Northern					6,000.00			6,000.00	4,565,470.23
Cedar Rapids, Garner & Northwestern									35,244.80
Chicago, Burlington & Quincy									6,283,191.00
Chicago, Burlington & Kansas City									199,824.99
Kansas City, St. Joe & Council Bluffs									185,234 02
St. Louis, Keokuk & Northwestern									95,660.86
Chicago, Ft. Madison & Des Moines									86,395.83
Chicago, Iowa & Dakota									40,381.01
Chicago Great Western						2,251 10	8,449.50	10,700 60	3,364,096.33
Chicago, Milwaukee & St. Paul				9,702 17		11,344.30		21,046 47	10,546,168.96
Chicago, Rock Island & Pacific				3,599.91	10,463.36	13,737.94		27,801.21	7,127,388.50
Chicago & North-Western					5,107.78	9,110.71	715.07	14,933.56	10,702,208.40
Chicago, St. Paul, Minneapolis & Omaha	2,314.56	4,585.37				988.60		7,888.53	801,185 08
Sioux City & Pacific					4,982.61	2,804.79	475.27	8,262.67	480,595 96
Crooked Creek									16,434.02
Davenport Rock Island & Northwestern									67,511 18
Dubuque & Sioux City					23,643.26	8,529.23	13,077.48	45,249.97	3,245,638.93
Stacyville Railroad						3.00		3.00	6,421.13
Des Moines Union									162,614.71
Iowa Central				958.68		14.00	464.50	1,437.18	1,739,734.38
Iowa Central & Western									56,005.80
Albia & Centerville							13.86	13.86	35,313.40
Iowa Northern									14,066.86
Keokuk & Western							20,889.30	20,889 30	472,332.63
Mason City & Fort Dodge						27.15	7,932 20	7,959.35	239,527.03
Minneapolis & St. Louis					3,120.00	533 50	127.86	3,781.36	508,966.80
Muscatine North & South							56.80	56.80	34,974 75
Omaha & St. Louis									218,162.27
Willmar & Sioux Falls	951.50					681.45		1,632.95	52,380.62
Tabor & Northern				262.71				262.71	15,849.05
Union Pacific									514,075.13
Wabash									192,310.74
Winona & Western									42,740.58
NARROW GAUGE ROADS.									
Burlington & Northwestern									96,809.13
Burlington & Western									107,991.59
Total	$ 3,556.56	$ 4,585.37	$ 732.72	$ 14,693.90	$ 53,326.55	$ 50,346.37	$ 52,335 18	$ 179,576.65	$52,504,697 33

TABLE No. 19. EARNINGS—ENTIRE LINE.

RAILROADS.	PASSENGER EARNINGS.							
	PASSENGER REVENUE.							
	Total.	Deduct'ns accounts of repay. ments tickets re'd'med etc.	Net revenue	Mails.	Express.	Extra baggage and storage.	Other items.	Total passenger earnings.
Ames & College	$ 3,652.15		$ 3,652.15					3,652.15
Atchison, Topeka & Santa Fe	6,310,943.84	$ 182,299.66	6,128,644.18	$ 905,863.75	949,270.44	97,519.71	44,164 07	8,125,402.15
Marshalltown & Dakota Railroad	136.58		136.58		232.98		167.19	536.75
Burlington, Cedar Rapids & Northern	1,076,882.74		1,076,882.74	170,504.60	72,167 31	23,913.33		1,343,467.98
Cerdar Rapids, Garner & N.-W	2,715.72		2,715.72	600.00	306.00	108.11		3,729.83
Chicago, Burlington & Quincy	8,048,890.31		8,048,890.31	1,582,772.75	765,959.56	157,145.08	81,819 00	10,636,586.70
Chicago, Burlington & Kansas City	96,837.40		96,837.40	20,589.84	11,700.00	1,771.39	29 68	130,928.31
Kansas City, St. Joe & Council Bluffs	674,415 76		674,415.76	84,751 85	21,100.08	12,612 79	144.05	793,024.53
St. Louis, Keokuk & N.-W	534,931.48		534,931 48	64,786.02	42,499.92	9,905.70	6,873.18	658,996.30
Chicago, Ft. Madison & Des Moines	17,116.84		17,116.84	4,819.69	3,289.16	256.98	470.88	25,953.55
Chicago, Iowa & Dakota	7,013.39		7,013.39	1,270.26	469.91			8,759.56
Chicago Great Western	1,244,205.32		1,244,205.32	111,527 69	86,323.79	20,112 09	95,590.31	1,557,759 20
Chicago, Milwaukee & St. Paul	7,698,513.51		7,698,513.51	1,399,106.24	729,000.00	168,735.96	456,664.04	10,452,019.75
Chicago, Rock Island & Pacific	5,540,740.41		5,540,740.41	643,515.01	409,200.00	106,654.32		6,700,109.74
Chicago & North-Western	9,725,124.77	530,802.90	9,194,321.87	1,022,470.83	578,399.12	179,761 10	19,721.65	10,996,674.57
Chicago, St. Paul, Minneapolis & Omaha	2,427,733.78	33,194 26	2,394,539.52	227,411.58	167,803.38	60,867.65		2,850,622.13
Sioux City & Pacific	240,105.44	13,774.93	226,330.51	36,374.52	10,117.60	5,335.97	225.00	278,383.60
Crooked Creek	673.80		673.80	693.71				1,367.51
Davenport, Rock Island & N.-W	19,184.98	784.29	18,400.69	265.78	2,280 00	314 03	10.27	21,270.77
Dubuque & Sioux City	866,991.20	53,581,50	813,409.70	99,047.11	60,315.32	25,116.25	4,149.33	1,002,037.71
Stacyville Railroad	544.54	40.18	504.36	341.40	241.29	13.44		1,100.49
Des Moines Union								
Iowa Central	417,438.29	26,541.46	390,896.83	60,322.85	17,700.00	6,510.01	1,155.32	476,585 01
Albia & Centerville	8,942.02		8,942.02	1,147.15	300.00	219.79		10,608.96
Iowa Northern	550.78		550.78					550.78
Keokuk & Western	184,686.76		184,686.76	29,389.79	7,915.87	4,302.31		226,294.73
Mason City & Ft. Dodge	37,238.22		37,238 22	4,105.17	1,220.93	1,278.35		43,842.67
Minneapolis & St. Louis	606,830 84	4,994.35	601,836.49	72,979.15	56,168.20	12,432.96	1,200.00	744,616.86
Muscatine North & South	5,306.86	105.85	5,201.01		613.10	61.75		5,875.86
Omaha & St Louis	136,715.61	785.82	135,929.79	33,243.35	8,325.88			177,499.02
*Sioux City & Northern	16,891.87		16,891.87	4,350.57	769.15	288,32		22,299.91
†Willmar & Sioux Falls	156,126.20	1,118.48	155,007.72	27,371.75	11,187.22	2,993.29	386.25	196'946.23
Tabor & Northern	3,273.26		3,273.26	481.28	277.50	90 43		4,122 47
Union Pacific								
Wabash	4,706,480.36	231,828.20	4,474,652.16	653,025.08	342,529.77		113,644.20	5,583,851.21
Winona & Western	32,399,12	51,78	32,347.34	8,119.39	1,540.50			42,007.23
NARROW GAUGE ROADS.								
Burlington & Northwestern	20,183.11		20,183.11	3,833.88	918.00	181.45	75.00	25,191.44
Burlington & Western	19,694.37		19,694.37	4,747.64	1,782.00	215.37	82.34	26,521.72
Total	$ 50,890,111.63	$ 1,079,903 66	$ 49,810,207.97	$ 7,281,835.68	$ 4,361,924 04	$ 898,717.93	$ 826,571.76	$ 63,179,257.38

*Six months ending December 31, 199. †Six months beginning January 2, 1900.

TABLE NO. 20—EARNINGS

RAILROADS.	FREIGHT			
	FREIGHT REVENUE.			
		LESS REPAYMENTS.		
	Total freight revenue.	Over-charges to ship-pers.	Other repay-ments.	Total de-ductions.
Ames & College	$ 1,453.63			
Atchison, Topeka & Santa Fe	23,198,401.50		$ 891,103.53	$ 891,103.53
Marshalltown & Dakota	15,675.08			
Burlington, Cedar Rapids & Northern	3,649,485.13			
Cedar Rapids, Garner and North-West'n	31,514.97			
Chicago, Burlington & Quincy	26,427,566.42			
Chicago, Burlington & Kansas City	294,260.94			
Kansas City, St. Jo & Council Bluffs	1,375,629.56			
St. Louis, Keokuk & North-Western	1,805,599 58			
Chicago, Ft. Madison & Des Moines	60,442.28			
Chicago, Iowa & Dakota	30,115.84			
Chicago Great Western	5,128,658.75			
Chicago, Milwaukee & St. Paul	31,220,217.27			
Chicago, Rock Island & Pacific	16,348,290.92			
Chicago & North-Western	34,460 397.01	$ 1,470,958.35	737,406.91	2,208,365.26
Chicago, St. Paul Minn. & Omaha	7,588,278 04	156,843 69	9,946 76	166,808.45
Sioux City & Pacific	292,747.00	20,019.03	8,916.19	28,935.22
Crooked Creek	15,066.51			
Davenport, Rock Island & North-West'n	53,866.92			
Dubuque & Sioux City	2,248,915.78	24,965.75		24,965.75
Stacyville Railroad	5,352.41	34.77		34 77
Des Moines Union				
Iowa Central	1,945,500.97	97,835.26		97,835.26
Albia & Centerville	25,159 74	469.07		469.07
Iowa Northern	13,516.08			
Keokuk & Western	437,592.51			
Mason City & Ft. Dodge	187,725.01			
Minneapolis & St. Louis	2,208,132.76	90,579.42		90,579.42
Muscatine North & South	29,271.53	229.44		229.44
Omaha & St. Louis	302,647.71	2,603.19	1,206.74	3,809.93
*Sioux City & Northern	151,059.37			
Willmar & Sioux Falls	983,098.18			25,469.50
Tabor & Northern	11,463.87			
Union Pacific				
Wabash	11,432,133.18	318,186.76	497,606.23	815,792.99
Winona & Western	167,208.83	988.02	119.34	1,107.36
NARROW GAUGE ROADS.				
Burlington & Northwestern	71,617.69			
Burlington & Western	81,469.87			
Totals	$ 172,299,602.81	$ 2,183,712.75	$ 2,146,305.70	$ 4,355,505.95

*Six months ending December 31, 1899.

†Six months beginning January 1, 1900.

ENTIRE LINE.

EARNINGS.

Net revenue.	Stockyards.	Elevators.	Other items.	Total freight earnings.	Total passenger and freight earnings.
$ 1,463.60			$ 449.05	$ 1,912.65	$ 5,564.80
22,307,357.97	$ 35,852.98		36,846.23	22,380,057.18	30,505,519.33
15,675.08				15,675.08	16,211.83
3,649,485.13				3,649,485.13	4,992,953.11
31,514.97				31,514.97	35,244.80
26,427,566.42	34,605.75			26,462,172.17	37,098,758.87
294,260.94				294,260.94	425,189.25
1,375,629.56				1,375,629.56	2,168,654.09
1,805,599.58				1,805,599.58	2,464,595.88
60,442.28				60,442.28	86,395.83
30,115.84	1,505.61			31,621.45	40,381.01
5,128,658.75				5,128,658.75	6,686,417.95
31,220,217.27	38,609.55	$ 28,733.34		31,287,560.16	41,739,579.91
16,348,290.92				16,348,290.92	23,048,400.66
32,252,031.75			35,108.99	32,287,140.74	43,283,815.31
7,421,469.59			8,150.02	7,429,619.61	10,280,241.74
263,811.78			4.00	263,815.78	542,199.38
15,066.51				15,066.51	16,474.02
53,866.92				53,866.92	75,137.69
2,223,950.03			97.23	2,224,047.26	3,220,084.97
5,317.64				5,317.64	6,418.13
1,847,665.71				1,847,665.71	2,324,250.72
24,690.67				24,690.67	35,290.63
13,516.08				13,516.08	14,066.86
437,592.51				437,592.51	663,887.24
187,725.01				187,725.01	231,567.68
2,117,553.34				2,117,553.34	2,862,170.20
29,042.09				29,012.09	34,917.95
298,837.78				298,837.78	476,336.80
151,059.37				151,059.37	173,359.28
957,628.68			98.75	957,727.43	1,154,673.66
11,463.87				11,463.87	15,586.34
10,616,340.19			240,798.89	10,857,139.08	16,440,990.29
166,101.47				166,101.47	208,108.70
71,617.69				71,617.69	96,809.13
81,469.87				81,469.87	107,991.59
$ 167,944,096.86	$ 110,573.89	$ 28,733.34	$ 321,553.16	$ 168,404,957.25	$ 231,584,214.63

TABLE No. 21—EARNINGS FROM OPERATION—ENTIRE LINE—CONTINUED.

RAILROADS.	OTHER EARNINGS FROM OPERATION.								Total gross earnings from operation—entire line.	Proportion of gross earnings from operation—Iowa.
	Switching charges—balance.	Car mileage—balance.	Hire of equipment—balance.	Telegraph companies.	Rents from tracks, yards and terminals.	Rents not otherwise provided for.	Other sources	Total other earnings.		
Ames and College									$ 5,564.80	$ 5,564 80
Atchison, Topeka & Santa Fe	$ 70,853.91	..	$178.711 74	$ 41,567.46	$ 49.545 75	$ 78,194 98	$ 32,522 39	$451,396.23	30,956,915 5	138,008.00
Marshalltown & Dakota									16,211.83	16,211.83
Burlington, Cedar Rapids and Northern					6.000 00			6,000 00	4,998,953 11	4,542,407.37
Cedar Rapids, Garner & North-Western									32,244.80	32,244.80
Chicago, Burlington & Quincy	372,834 37			98,393.97	309,678.91		82,402.30	863,309.55	37,962,068 42	6,283,191.00
Chicago, Burlington & Kansas City	194 00			2,209 34		1,561.40	2,324.27	6,349.01	431,538.26	202,822.98
Kansas City, St. Joe & Council Bluffs	2,441.64			9,408.82	73 356.44	27,469.89	1,010.10	113,686.89	2,282,340.98	203,620.32
St. Louis, Keokuk & North-Western	18,372.49			3,823.75	130,282.16	10,767.87	3,843.54	167,089.81	2,631,685.69	99,455.69
Chicago, Ft. Madison & Des Moines									86,395.83	86,395 83
Chicago, Iowa & Dakota									40,381.01	40,381.01
Chicago Great Western					961.68	4,588.83	19,978.60	25,529 11	6,711,947.06	3,364,096.33
Chicago, Milwaukee & St. Paul				33,737.12		111,374.97		145,112.09	41,884,692.00	12,477,449.75
Chicago, Rock Island & Pacific				7,199.83	79,379 95	77,010.47		163,590.25	23,211,990 91	7,127,388.50
Chicago & North-Western					32,138.14	62,150.84	12,890 58	107,179 60	43,390,994.91	12,302,410.66
Chicago, St. Paul, Minn. & Omaha		68,538.03			40,526.10	20,558.02		129,622.15	10,409,963.89	708,911.73
Sioux City & Pacific					14.701.90	3,032.79	557.67	18,292.36	560,491.74	504,178.21
Crooked Creek									16,434.02	16,434.02
Des Moines, Rock Island & N.-W									75,137.69	67,511.18
Dubuque & Sioux City					23,663.57	8,569.23	13,077.48	45,310.28	3,271,395.25	3,245,638.93
Stacyville Railroad						3.00		3.00	6,421.13	6,421.13
Des Moines Union									162,614.71	162,614.71
Iowa Central				1,100.65		14.00	553.83	1,668.48	2,325,919.20	1,822,801.94
Iowa Central & Western									56,005.80	56,005.80
Albia & Centerville						13 86		13 86	35,313 49	35,313.49
Iowa Northern									14,066.86	14,066.86
Keokuk & Western	76 75	12,689.27	2,932.25	1,163.39	11,800.00		2,057.91	30,719.57	694,606.81	472,332.63
Mason City & Ft. Dodge						27 15	7,932 20	7,959.35	239,527.03	239,527.03
Minneapolis & St. Louis	15,660.32	19,640 14	9,923.83		115,664.30		1,139.56	162,028.15	3,024,198.35	508,966.80
Muscatine North & South							56.80	56.80	34,974.75	34,974.75
Omaha & St. Louis	20 00		624.04			283.47		927.51	477,264.31	218,162.27
Sioux City & Northern*	1,216.00					951.05		2,167.05	175,526.33	
Willmar & Sioux Falls	1,940.50					2,471.16		4,411.66	1,159,085.32	52,380.62
Tabor & Northern				262.71				262.71	15,849.05	15,849.05
Union Pacific										
Wabash					69,908.47			69,908.47	16,510,898.76	192,310.74
Winona & Western		2,058.51		789.66			274.10	3,122.27	211,230.97	42,740.58
NARROW GAUGE ROADS.										
Burlington & Northwestern									96,809.13	96,809.13
Burlington & Western									107,991.59	107,991.59
Total	$483,609.98	$102,925.95	$192,191.86	$199,716 70	$957,607.41	$409,042.98	$180,621.33	$2,525,716.21	$234,425 651.35	$55,543,592.06

*Six months ending December 31, 1899. §Six months beginning January 1, 1900.

TABLE No. 22—OPERATING

RAILROADS.	MAINTENANCE		
	Repairs of roadway.	Repairs of rails.	Renewals of ties.
Ames & College			$ 230.92
Atchison, Topeka & Santa Fe	$ 8,247.86	$ 1,351.10	2,498.96
Marshalltown & Dakota	3,370.17		
Burlington, Cedar Rapids & Northern			
Cedar Rapids, Garner & Northwestern	6,676.80		
Chicago, Burlington & Quincy			
Chicago, Burlington & Kansas City			
Kansas City, St. Joe & Council Bluffs			
St. Louis, Keokuk & Northwestern			
Chicago, Ft. Madison & Des Moines	13,975.74		7,741.78
Chicago, Iowa & Dakota	3,714.21		1,535.01
Chicago Great Western	251,795.60	7,805.58	63,088.75
Chicago, Milwaukee & St. Paul	1,081,230.59	264,733.75	241,950.85
Chicago, Rock Island & Pacific	577,518.21	16,595.03	157,733.36
Chicago & North-Western	705,546.91	82,784.01	166,795.15
Chicago, St. Paul, Minneapolis & Omaha			
Sioux City & Pacific	12,429.43	585.08	9,859.63
Crooked Creek	3,103.73		4,303.90
Davenport, Rock Island & Northwestern			
Dubuque & Sioux City	339,777.92	82,098.94	56,087.85
Stacyville Railroad	1,295.74		
Des Moines Union			
Iowa Central	222,538.44	*34,283.97	109,674.73
Albia & Centerville	6,618.19	*608.72	3,155.10
Iowa Northern	3,890.14	*2,117.25	
Keokuk & Western	48,653.04	1,648.48	19,797.61
Mason City & Ft. Dodge	19,040.93	93.89	7,869.92
Minneapolis & St. Louis	42,393.49	3,014.44	9,356.52
Muscatine North & South	5,604.86		
Omaha & St. Louis	20,330.06	84.27	2,664.84
Willmar & Sioux Falls	7,342.51		5,809.83
Tabor & Northern	1,943.59		309.57
Union Pacific			
Wabash	60,902.97	1,153.92	9,823.37
Winona & Western	4,780.20		2,761.96
NARROW GAUGE ROADS.			
Burlington & Northwestern	13,389.00	2,402.69	5,123.92
Burlington & Western	23,975.23		7,520.77
Total	$3,496,085.56	$427,251.24	$ 894,694.99

*Credit.

EXPENSES—IOWA.

OF WAY AND STRUCTURES

Repairs and renewals of bridges and culverts	Repairs and renewals of fences, road crossings, signs and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of docks and wharves.	Repairs and renewals of telegraph.	Stationery and printing.	Other expenses	Total.
.....	.....	$ 94.26	.....	.....	$ 24.00	$ 194.45	$ 543.63
$ 2,078 02	$ 250.43	1,829.02	.....	$ 130.14	10.24	... .	16,395.77
.....	.....	.....	.....	.....	.....	.....	3,370.17
.....	.....	.....	.....	.....	.....	.....	1,148,172.18
.....	.....	359.28	.....	.....	.....	50.00	7,086.08
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
1,618.94	2,193.16	426.44	.....	3.53	.....	.....	25,759.59
1,488.58	209 09	103.13	.....	5.50	.....	1,168.00	8,224.15
26,187.13	11,422.04	32,146 85	.....	12,457.12	4,095.40	3,866.16	412,864.63
394,320.98	47,106.75	185,729 89	6,509.50	13,213.41	461.35	461,745.00	2,697,002.07
187,912.28	47,440 23	141,298.87	.....	7,599.57	1,598.51	72.11	1,137,678.17
160,492.26	51,176.50	155,635.18	22,757.74	5,387.10	5,879.45	.....	1,356,454.30
.....	.....	.....	.....	.....	.....	.....	139,295.56
1,954.26	794,99	3,506.31	.....	1,085.78	198.52	.....	29,414.00
1,049 73	969.49	303.49	.....	.....	.....	.....	9,730.40
.....	.....	.....	.....	.....	.....	.....	.....
130,299.00	15,449.58	51,750.27	.....	4,312.50	1,689.22	1,775.70	683,240.98
5.40	405.41	136.76	.....	.....	3.81	.....	1,847.12
.....	.....	.....	.....	.....	.....	.....	.....
46,341.90	9,114.45	31,269.64	.....	3,504.50	435.20	.....	388,594.89
2,463 06	333.09	256.21	.....	4.10	.....	.....	12,221.03
338.44	2,184.11	.....	.....	.....	.....	363.03	4,658.47
15,892.75	5,829.05	9,177.44	.....	1,087.49	31.30	3.70	102,120.86
22,076.08	1,438.78	1,646.39	.....	.....	.....	.....	52,165 99
57,398.90	4,263 89	29,012.09	.....	432.95	394 52	25.36	146,202 10
628.62	80.04	200.73	.....	8.20	59.95	.....	6,582.40
8,493.68	2,526.05	7,064.56	.....	996.06	64 79	16.75	48,241.96
9,472.54	159.32	554.49	.....	153.64	40.15	.....	23,532.48
1,599.54	240.22	784.29	.....	.....	.....	.....	4,877.21
.....	.....	.....	.....	.....	.....	.....	.....
3,895 72	1,952.15	1,523 07	.....	1,610.70	48 38	2,419.25	83,320.53
2,046.66	87.44	339.32	.....	128.70	2.68	.....	10,146.96
3,752.90	796.72	2,210.52	.....	68.60	4.01	.....	27,748.36
16,739.46	1,427.68	2,839.16	.....	49.66	6.95	.....	42,742.33
$ 1,098,546.83	$ 207,850.66	$ 660,197.66	$ 29,267.24	$ 52,240.15	$ 15,048.43	$ 471,690.51	$ 8,640,350 01

TABLE No. 23—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	MAINTENANCE OF EQUIPMENT.									
	Superintendence.	Repairs and renewals of locomotives	Repairs and renewals of passenger cars.	Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Repairs and renewals of marine equipment.	Repairs and renewals of shop, machinery and tools.	Stationery and printing.	Other expenses.	Total.
Ames & College		$ 97.23	$ 32.84							$ 130.07
Atchison, Topeka & Santa Fe	$ 174.73	6,529.67	959.09	$ 6,557.23	$ 252.55		$ 325.60	$ 19.40		14,818.27
Boone Valley										
Burlington, Cedar Rapids & Northern										549,938.88
Cedar Rapids, Garner & Northwestern		500.58	39.96	606.02			3.00			1,149.36
Chicago, Burlington & Quincy										
Chicago, Burlington & Kansas City										
Kansas City, St. Joe and Council B.										
St. Louis, Keokuk & Northwestern										
Chicago, Ft. Madison & Des Moines	300.00	2,234.78	171.04	1,900.76			167.05			4,773.63
Chicago, Iowa & Dakota		876.02	106.51	9.71			21.30			1,013.54
Chicago Great Western	3,066.52	142,739.03	39,130.10	107,356.94			7,414.86	3,185.70	12,515.07	315,408.22
Chicago, Milwaukee & St. Paul	25,745.04	296,409.51	144,142.45	386,579.97	10,197.50		28,061.93	1,538.58	454,956.20	1,347,691.18
Chicago, Rock Island & Pacific	15,474.81	225,337.01	116,238.37	350,969.23	26,932.57		22,853.87	1,632.75	31,150.15	790,588.76
Chicago & North-Western	69,556.22	510,538.87	119,224.56	248,129.23	12,509.90	$ 204.91	29,694.63	7,524.06	38,113.04	1,035,495.42
Chi., St. Paul, Minneapolis & Omaha										61,807.49
Sioux City & Pacific	4,783.70	29,676.75	2,161.43	5,168.97	485.16		4,005.64	330.85	935.71	47,554.21
Crooked Creek		1,153.63	2,349.83							3,503.46
Davenport, Rock Island & Nw.										
Dubuque & Sioux City	8,180.13	114,642.88	31,150.26	129,376.74	6,596.40		7,535.26	1,117.14	6,707.71	305,306.52
Stacyville Railroad	57.80	302.29	16.22	12.35	74.29		81.03	9.86	74.51	688 35
Des Moines Union										
Iowa Central	12,048.69	67,136.65	12,500.94	63,208.32	5,318.39		5,344.25	294.82	4,556.02	170,408.08
Albia & Centerville		1,508.98	459.23	1,507.68						3,475.89
Iowa Northern										
Keokuk & Western	2,118.21	14,509.06	3,452.03	9,549.53	976.37		146.89	34.31	1,113.82	31,900.22
Mason City & Ft. Dodge		7,524.87	2,427.33	9,088.19			687.84			19,728.23
Minneapolis & St. Louis	2,945.97	26,585.32	7,918.21	20,518.32	459.46		8,690.15	290.80	919.48	68,327.71
Muscatine North & South		1,573.94	418.17	397.37	70.70			14.90		2,475.09
Omaha & St. Louis	1,457.09	11,872.48	4,619.95	8,300.02	806.14		2,882.62	137.46	1,821.26	31,897.02
Willmar & Sioux Falls	251.88	2,611.80	566.51	2,383.20	694.45		31.12	37.40	33.39	6,609.75
Tabor & Northern		1,688.53	35.95	3 70	36.97				53.42	1,818.57
Union Pacific										
Wabash	1,982.82	16,395.58	6,450.60	8,441.73	181.70		2,241.00	82.51	1,293.01	37,068.95
Winona & Western	345.15	963.78	327.19	1,121.29			63.90	8.44		2,829.75
NARROW GAUGE ROADS.										
Burlington & Northwestern	423.35	4,706.33	922.87	1,321.39	168.83		116.06	1.73	132.23	7,792.79
Burlington & Western	770.65	5,029.08	940.33	2,778.06	263.72		163.08	1.73	218.26	10,170.91
Total	$ 149,694.76	$1,493,264 45	$ 496,761.97	$1,365,285 95	$ 66,025.10	$ 204.91	$ 120,531.08	$ 16,262.44	$ 554,593.38	$4,874,370 31

TABLE No. 24—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION.									
	Superintendence.	Engine and round house men.	Fuel for locomotives.	Water supply for locomotives.	Oil, tallow and waste for locomotives.	Other suppl's for locomotives.	Train service	Train suppl's and expenses.	Switchmen, watchmen and flagmen.	Telegraph expenses.
Am s & College	$ 240.00	$ 544.80	$ 597.45	$ 72.00	$ 90.27	.....	$ 570.60	.....	$ 468.25	.....
Atchison, Topeka & Santa Fe	1,166.28	7,701.05	6,478.96	528.39	224.84	$ 143.81	5,233.52	$ 1,368.29	2,284.55	$ 1,748.07
Marshalltown & Dakota	600.00	.....	2,121.92	.....	217.45	.....	3,330.66	.....	.....	.....
Burlington, Cedar Rapids & North'n	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cedar Rapids, Garner & Nw	.....	2,418.00	2,252.71	53.90	181.24	52.30	2,491.00	4.00	.....	.....
Chicago Burlington & Quincy	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & K. C	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Kansas City, St. Joe & C. B	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
St Louis, Keokuk & Nw	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Ft. Madison & D. M	600.00	5,223.02	6,635.09	592.85	134.46	21.64	4,039.41	617.01	86.79	1,091.03
Chicago, Iowa & Dakota	.....	2,577.99	2,888.76	54.56	287.76	52.17	1,764.18	44.72	.....	.....
Chicago Great Western	12,266.21	218,007.76	304,014.03	14,647.21	11,650.04	.....	149,833.60	22,765.01	64,155.95	48,306.11
Chicago, Milwaukee & St. Paul	143,811.78	723,338.57	776,160.26	26,169.87	19,219.28	10,478.92	553,672.72	85,016.21	273,844.00	78,716.03
Chicago, Rock Island & Pacific	75,795.74	422,028.77	392,071.73	25,404.21	10,295.56	7,073.84	325,094.07	78,112.73	162,459.23	82,361.33
Chicago & North-Western	41,987.35	754,796.00	770,094.04	32,096.04	24,047.44	11,929.80	530,393.94	93,862.91	255,051.16	140,969.28
Chicago, St. Paul, Minn. & O	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sioux City & Pacific	1,356.63	32,233.99	44,528.74	1,625.82	1,242.09	108.13	20,934.71	5,016.62	10,371.99	4,710.33
Crooked Creek	.....	2,708.53	2,004.08	27.24	.....	.....	.....	.....	.....	.....
Davenport, Rock Island & Nw	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Dubuque & Sioux City	81,738.08	240,257.99	162,613.26	13,018.70	9,264.28	4,097.79	173,002.97	41,393.38	47,688.65	39,270.50
Stacyville Railroad	116.33	1,078.91	600.58	5.26	52.84	14.23	654.60	37.91	.....	266.19
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central	24,503.90	139,836.16	138,816.60	7,378.11	5,773.66	3,894.95	88,376.28	11,095.77	24,205.47	27,269.74
Albia & Centerville	.....	3,162.09	2,894.39	442.28	376.03	28.21	2,613.64	74.85	1.40	836.31
Iowa Northern	.....	315.00	2,052.00	.....	47.39	.....	3,486.00	.....	.....	.....
Keokuk & Western	6,723.17	31,794.87	27,595.65	2,494.31	990.05	276.51	23,683.27	3,438.96	3,232.38	8,582.32
Mason City & Ft. Dodge	.....	8,412.32	12,759.42	637.43	758.06	.....	5,449.70	283.55	.....	2,511.21
Minneapolis & St Louis	9,025.66	33,118.76	46,468.09	1,939.30	1,474.44	695.44	21,218.50	4,851.08	5,555.77	7,697.47
Muscatine North & South	1,580.74	4,839.44	3,012.80	412.69	393.09	24.44	1,475.53	138.82	1,289.23	1,267.50
Omaha & St. Louis	4,501.80	23,441.72	28,714.09	1,940.98	900.21	380.13	12,465.27	3,969.04	3,632.00	4,111.93
Willmar & Sioux Falls	1,859.75	4,532.91	8,304.70	408.04	175.45	117.14	3,701.20	690.46	1,868.73	1,433.21
Tabor & Northern	.....	1,159.88	1,354.33	.....	103.67	53.12	549.05	27.93	.....	68.40
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	4,179.59	20,402.63	12,295.17	1,266.57	859.68	344.28	13,946.81	1,108.00	3,149.64	4,623.65
Winona & Western	760.50	2,276.76	2,774.85	19.70	124.46	15.92	1,517.59	231.89	188.17	211.19
NARROW GAUGE ROADS.										
Burlington & Northwestern	1,412.75	5,255.50	3,850.50	269.56	106.49	62.09	2,732.86	949.36	760.50	957.89
Burlington & Western	1,685.14	11,123.84	11,745.91	1,321.68	330.92	182.09	8,340.54	1,753.50	1,272.45	1,084.45
Total	$ 415,821.40	$ 2,702,587.26	$ 2,775,700.11	$ 132,826.60	$89,321.15	$40,046.95	$ 1,960,571.62	$ 356,852.00	$ 801,566.31	$ 458,094.14

TABLE 25—OPERATING

RAILROADS.	CONDUCTING: Station service.	Station supplies.	Switching charges—balance.
Ames & College			$ 100.70
Atchison, Topeka & Santa Fe	$ 4,114.45	$ 487.38	
Boone Valley			
Burlington, Cedar Rapids & Northern			
Cedar Rapids, Garner & Northwestern	2,272.20	445.56	
Chicago, Burlington & Quincy			
Chicago, Burlington & Kansas City			
Kansas City, St. Joe & C. B.			
St. Louis, Keokuk & Northwestern			
Chicago, Ft. Madison & Des Moines	6,091.74	277.16	581.35
Chicago, Iowa & Dakota	2,745.25	228.58	116.64
Chicago Great Western	169,966.57	13,768.78	62,948.19
Chicago, Milwaukee & St. Paul	557,482.99	54,148.12	22,868.42
Chicago, Rock Island & Pacific	188,168.01	20,946.89	
Chicago & Northwestern	440,947.23	42,607.07	79,547.59
Chicago, St. Paul, Minneapolis & O.			
Sioux City & Pacific	25,023.32	2,740.14	6,269.32
Crooked Creek	801.15		
Dubuque & Sioux City	122,581.63	17,336.71	2,969.85
Stacyville R. R.	813.86	34.47	
Des Moines Union			
Iowa Central	46,234.13	7,989.38	562.06
Albia & Centerville	1,529.56	296.43	146.76
Iowa Northern			
Keokuk & Western	20,292.68	1,270.91	
Mason City & Ft Dodge	5,499.46	506.90	
Minneapolis & St. Louis	14,221.91	1,377 03	* 46.84
Muscatine North & South	3,453.35	236.37	698.31
Omaha & St. Louis	9,221,61	741.63	
Willmar & Sioux Falls	6,206.68	417.96	2,595.61
Tabor & Northern	533.61	48.34	
Union Pacific			
Wabash	26,595.17	1,614 85	
Winona & Western	2,314.20	201.98	235.56
NARROW GAUGE ROADS.			
Burlington & Northwestern	5,167.96	367 58	52.40
Burlington & Western	7,815.40	563.44	91.10
Totals	$ 1,670,184.12	$ 168,653.66	$ 179,736.42

EXPENSES—IOWA.

TRANSPORTATION—CONTINUED.

Car mileage—balance.	Hire of equipment.	Loss and damage.	Injury to persons.	Clearing wrecks.	Operating marine equipment.	Advertising.
$ 2,164.38		$ 779.95	$ 484.42	$ 76.92		$ 294.34
160.16	$ 1,070.42		206.00			73.22
1,235.06	719.86	398 45		73.84		114.13
13.56		749.11	90.50			
70,426.67		11,045.66	22,248.72	3,039.96		18,718.33
58,477.67		38,843.12	56,735 28	5,314.91		29,397.42
78,778.21		48,765.60	54,175.69		o	34,526.88
64,530.17	101.11	51,111.50	109,934.51	8,501.56	$ 895.22	26,704.17
6,371.75	9,888.47	1,701.68	2,747.96	90.92		862.97
2.52		40.15				
66,784.44		17,878.01	18,445.92	2.848.55		15,867.14
		6.00				
40,937,53	1,235.77	14,009.21	12,762.04	2,780.74		6,249.16
1,817.47		1,113.00	51.50	3.80		
	1,480.00					
		2,413.46	2,758.81	113.86		279.43
2,039 52		1,700.66	4,695.67			102.55
* 3,849.03	* 2,541.83	1,614.69	250.89	29.92		801.51
903.03	212 25	22.44	181.75	29.50		71.50
5,171.11	1,939.18	2,647.65	1,253.55	1,309 88		169.48
383.67	406.04	233.68	199.59	39		22.60
83.01	63.61	10.28	36.40			12.00
6,131.04		5,510.61	817.63			479.05
	10.72	32.02	32.18			6.83
153.22		223.43	114.20	53.85		77.62
328.37		342.34	467 71	149.04		435.66
$ 412,102.53	$ 14,585.60	$ 201,192.70	$ 288,690.92	$ 24,517.64	$ 895.22	$ 135,265.99

* Credit.

TABLE No. 26—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION.							
	Outside agencies.	Commissions.	Stock yards and elevators.	Rents for tracks, yards and terminals.	Rents of buildings and other property.	Stationery and printing.	Other expenses.	Total
Ames & College								$ 2,684.07
Atchison, Topeka & Santa Fe	$ 1,443.45	$ 193.27		$ 598.94	$ 68.93	$ 369.25	$ 507.70	38,461.14
Marshalltown & Dakota								6,894.43
Burlington, Cedar Rapids & Northern								1,321,251.73
Cedar Rapids, Garner & Northwestern			25.00	5.96	75.00	177.20	520.44	12,484.31
Chicago, Burlington & Quincy								
Chicago, Burlington & Kansas City								
Kansas City, St. Joe & Council Bluffs								
St. Louis, Keokuk & Northwestern								
Chicago, Ft. Madison & Des Moines	658.12	5.75		2,551.75	216.00	673.01		32,637.52
Chicago, Iowa & Dakota			108.49				1,868.32	13,590.59
Chicago Great Western	77,319.69		5,696.00	36,881.58		12,515.96	29,385.43	1,388,607.40
Chicago, Milwaukee & St. Paul	112,732.19		12,434.51	58,802.08	12,632.18	47,545.82	43,828.43	3,801,670.78
Chicago, Rock Island & Pacific	111,980.64			24,864.13	17,077.40	28,445.83	30,338.86	2,158,675.35
Chicago & North-Western	100,948.64	92,736.73		22,267.47	3,339.17	37,427.74		3,736,827.84
Chicago, St. Paul, Minneapolis & Omaha								231,824.95
Sioux City & Pacific	4,536.30	2,680.98			508.16	2,613.98		188,165.00
Crooked Creek							55.66	5,729.33
Dubuque & Sioux City	55,621.49	3,444.17		36,913.38		26,850.10	5,613.65	1,205,500.04
Stacyville R. R.						62.12	2.00	3,745.30
Des Moines Union								
Iowa Central	10,317.63	2,624.91	55.68	1,374.75	1,651.72	10,119.55	1,575.82	631,630.72
Albia & Centerville					60.00			15,447.72
Iowa Northern					205.00			7,585.39
Keokuk & Western	727.33			680.00	802.69	1,968.50	152.25	140,271.41
Mason City & Ft. Dodge	12.46							45,368.91
Minneapolis & St. Louis	4,279.98	1,272.30			647.44	3,387.93	1,464.24	154,954.65
Muscatine North & South	172.50	52.50	4.00		18.84	883.00	104.80	21,538.32
Omaha & St. Louis	4,347.07	72.29		7,411.64	1,337.38	1,697.04	244.99	121,621.67
Willmar & Sioux Falls	1,087.64	1.69		3,487.86		425.29	4.52	38,564.81
Tabor & Northern			1.00		5.00	40.31	29.96	4,179.90
Union Pacific								
Wabash	673.94	90			226.13	1,522.65	* 7,126.49	98,621.50
Winona & Western	50.88		13.80	540.43		184.56		11,744.19
NARROW GAUGE ROADS.								
Burlington & Northwestern	711.79			6,788.47		459.05		30,527.07
Burlington & Western	934.20			915.53		673.84		51,557.15
Total	$ 488,555.94	$ 103,085.49	$ 18,338.48	$ 204,083.97	$ 38,871.04	$ 178,042.73	$ 108,570.58	$15,522,363.25

* Credit.

TABLE No. 27—OPERATING EXPENSES—IOWA.

RAILROADS.	GENERAL EXPENSES.							
	Salaries of general officers.	Salaries of clerks and attendants.	General office expenses and supplies.	Insurance.	Law expense.	Stationery and printing (general office.	Other expenses.	Total.
Ames & College								
Atchison, Topeka & Santa Fe	537.14	949.23	450.92	205.49	515.66	83.44	47.14	2,789.02
Boone Valley								
Burlington, Cedar Rapids & Northern								114,371.90
Cedar Rapids, Garner, & N.-W	2,580.00	480.00	153.00		500.00		784.00	4,497.00
Chicago, Burlington & Quincy								
Chicago, Burlington & Kansas City								
Kansas City, St. Joe & Council Bluffs								
St. Louis, Keokuk & N.-W								
Chicago, Ft Madison & Des Moines	4,712.50	1,069.03	75.43	236.95	625.57		452.69	7,172.17
Chicago, Iowa & Dakota	1,565.00	525.00	314.85	180.00		269.00	68.67	2,952.52
Chicago Great Western	39,832.82	54,767.38	19,213.29	5,400.00	17,494.54	2,958.15	25,446.61	165,112.77
Chicago, Milwaukee & St Paul	71,740.07	69,538.33	6,102.22	36,135.95	14,255.98	8,530.04	39,140.19	245,442.78
Chicago, Rock Island & Pacific		*98,720.47	5,578.89	130.51	22,074.97	9,546.49	39,808.10	175,859.43
Chicago & North-Western	37,665.68	86,113.99	22,233.36	1,365.62	31,192.78	4,809.24	5,986.44	189,367.11
Chicago, St. Paul, Minneapolis & Omaha								14,598.81
Sioux City & Pacific	3,318.05	6,028.09	1,041.09	1.84	3,430.08	165.61	40.34	14,025.10
Crook Creek	3,080.00			31.15			644.03	3,755.18
Davenport, Rock Island & N.-W								
Dubuque & Sioux City	17,805.65	24,067.80	9,184.44	12,785.73	10,727.48	3,067.01	7,343.73	84,981.84
Stacyville Railroad			3.99	54.10			5.00	63.09
Des Moines Union								
Iowa Central	20,769.99	16,449.37	4,620.11	1,356.00	1,403.92	3,492.29	6,740.85	54,832.53
Albia & Centerville		600.00		69.00	243.22	82.00		994.22
Iowa Northern	870.00			118.69		26.93		1,015.62
Keokuk & Western	7,294.42	7,151.05	556.58	684.47	661.42	504.51	329.33	17,181.78
Mason City & Ft. Dodge	5,991.21	2,329.20	6,701.83	525.00	484.10	†,197.80		17,229.14
Minneapolis & St Louis	8,037.49	4,099.63	395.41	877.75	1,785.14	754.18	2,077.99	18,026.59
Muscatine North & South	1,430.00	1,125.10	444.65	29.40		540.22	93.20	3,662.47
Omaha & St. Louis	2,921.28	3,448.86	1,365.67	237.05	1,849.53	877.09	78.83	10,778.31
Willmar & Sioux Falls	373.67	1,122.67	149.04	73.75	270.64	166.45	714.69	2,870.91
Tabor & Northern	2,874.70		42.45	21.00	15.00	21.29	42.59	3,017.03
Union Pacific								
Wabash	505.63	428.32	10.90	238.65	901.50	232.69	496.62	2,814.31
Winona & Western	234.00	104.93	221.85	17.32	119.94	92.29	83.61	909.30
NARROW GAUGE ROADS.								
Burlington & Northwestern	2,329.27	1,628.43	276.16	297.76		162.07		4,693.69
Burlington & Western	2,624.89	1,816.43	325.78	298.58		166.87		5,232.55
Total	$ 239,093.46	$ 382,623.21	$ 79,491.89	$ 61,347.12	$ 108,551.47	$ 37,744.66	$ 130,424.65	$ 1,168,247.17

*Includes general officers. † Credit

TABLE No. 28.—OPERATING EXPENSES—IOWA—CONTINUED.

RAILROADS.	RECAPITULATION OF EXPENSES.					Percentage of expenses to earnings—Iowa.
	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.	General expense.	Grand total.	
Ames & College					$ 3,433.99	
Atchison, Topeka & Santa Fe	$ 16,395.77	$ 14,818.27	$ 38,461.14	$ 2,789.02	72,464.20	55.74
Marshalltown & Dakota					10,264.60	
Burlington, Cedar Rapids & Northern	1,148,172.18	549,938.88	1,321,251.73	114,371.90	3,133,734.69	68.73
Cedar Rapids, Garner & Northwestern	7,086.08	1,149.36	12,484.31	4,497.00	25,216.75	
Chicago, Burlington & Quincy					*4,565,755.00	
Chicago, Burlington & Kansas City					* 130,774.22	64.02
Kansas City, St. Joe & Council Bluffs					* 175,590.08	86.07
St. Louis, Keokuk & Northwestern					* 59,031.08	59.04
Chicago, Ft. Madison & Des Moines	25,779.59	4,773 63	32,637.52	7,172.17	70,362 91	81.00
Chicago, Iowa & Dakota	8,224.15	1,013.00	13,590.59	2,952.52	25,780 26	
Chicago Great Western	412,864.63	315,408 21	1,388,607.46	165,112.77	2,281,993.08	
Chicago, Milwaukee & St. Paul	2,697,002.07	1,347,601.18	3,801,670.78	245,442.78	8,091,806.81	76.73
Chicago, Rock Island & Pacific	1,137,678.17	790,588.76	2,158,675.35	175,859.43	4,262,801.71	59.81
Chicago & North-Western	1,356,454.30	1,035,495 42	3,736,827.84	189,367.11	6,318,144.67	59 04
Chicago, St. Paul, Minneapolis & Omaha	139,295.56	61,807.49	231,824.95	14,598 81	447,526.81	55.86
Sioux City & Pacific	29,414.00	47,554.21	188,165.00	14,025.10	279,158.31	58.09
Crooked Creek	9,730.40	3,503.46	5,729.33	3,755.18	22,718.37	138.24
Davenport, Rock Island & Northwestern					49,276.93	
Dubuque & Sioux City	683,240.98	305,366.52	1,205,500.04	84,981.84	2,279,029.38	70.22
Stacyville Railroad	1,847.12	688.35	3,745.30	63 09	6,343.86	98.80
Des Moines Union					116,810.27	
Iowa Central	388,594.89	170,408.08	631,630.72	54,832.53	1,245,466.22	71 59
Iowa Central & Western					29,193.23	52.13
Albia & Centerville	12,221.03	3,475.89	15,447 92	994.22	32,139 06	91.01
Iowa Northern	4,658.47		7,585.39	1,115.62	13,259.48	
Keokuk & Western	102,120.86	31,900.22	140,271 41	17,181.78	291,474.27	61.709
Mason City & Ft. Dodge	52,165.99	19,728.23	45,368 91	17,229.14	134,492 27	56.149
Minneapolis & St. Louis	146,292.16	68,327.71	154,951.65	18,026.59	387,601.11	76.15
Muscatine North & South	6,582.40	2,475.17	21,538.32	3,662.47	34,258,36	
Omaha & St. Louis	48,241.96	31,897 02	121,621.67	10,778.31	212,538.96	
Willmar & Sioux Falls	23,522.48	6,600 75	38,564.81	2,870.91	71,567.95	
Tabor & Northern	4,877.21	1,888 57	4,179.90	3,017.03	13,892.71	
Union Pacific					177,093 96	
Wabash	83,329.53	37,068 95	98,621.50	2,814.31	221,834.29	115.35
Winona & Western	10,146.96	2,829.75	11,744.19	909.30	25,630.20	
NARROW GAUGE ROADS.						
Burlington & Northwestern	27,748.36	7,792.79	30,527.07	4,693.69	70,761.91	73.
Burlington & Western	42,742.33	10,170.91	51,557.15	5,232.55	109,702.94	101.06
Total	$ 8,626,409.63	$ 4,874,239 49	$15,512,765.95	1,168,347.17	$ 35,498,924.90	

* Estimated.

TABE No. 29—OPERATING

RAILROADS.	MAINTENANCE OF WAY			
	Repair of roadway.	Renewals of rails.	Renewals of ties.	Repairs and renewals of bridges and culverts.
Ames & College			$ 230.92	
Atchison, Topeka & Santa Fe	$ 2,011,671.71	$ 329,536.50	609,502.06	$ 506,835.05
Marshalltown & Dakota	3,370 17			
Burlington Cedar Rapids & Northern	581,842.66	79,956.39	187,441.30	244,926.17
Cedar Rapids Garner & N-W.	6,676.80			
Chicago. Burlington & Quincy	3,110,068.80	251,010.74	1,154,129.44	1,021,118.95
Chicago, Burlington & Kansas City	42,627.53	* 12,548 00	14,495 18	37,682.73
Kansas City, St Joe & Council Bluffse	158,432.92	14,536.18	55,012.86	34,666.87
St. Louis Keokuk & N.-W.	196,552.61	8,689.93	26,116 44	51,215 85
Chicago, Ft. Madison & Des Moines	13,975.74		7,741.78	1,618.94
Chicago, Iowa & Dakota	3,714.21		1,535.64	1,488.58
Chicago Great Western	503,591.20	15,611 16	126,177 50	52,374 27
Chicago, Milwaukee & St. Paul	3,629,508.51	888,666.49	812,188.13	1,323,668.95
Chicago, Rock Island & Pacific	1,876,194.64	328,532.59	593,590 38	522,978 49
Chicago & North-Western	2,946,766.30	345,753.25	696,631 66	670,307.22
Chicago, St.Paul, Minneapolis & Omaha	1,101,157.11	92,699.41	192,078.55	324,933 61
Sioux City & Pacific	16,592 14	781.03	11,826.79	2,608.76
Crooked Creek	3,103 73		4,303.96	1,049.73
Davenport, Rock Island & N. W.				
Dubuque & Sioux City	347,202 96	82,127.23	58,540.80	133,726.98
Stacyville Railroad	1,295.74			5.40
Des Moines Union	14,732 60	3,052 52	3,175.00	
Iowa Central	271,756.84	* 5,206 54	132,559 28	58,206.26
Albia & Centerville	6,618 19	* 608 72	3,155.10	2,463.06
Iowa Northern	3,890.14	* 2,117.25	338.44	2,184 11
Keokuk & Western	71,548.56	2,424.23	29,114 15	23,371 69
Mason City & Ft. Dodge	19,040.93	93.89	7,869.92	22,076.08
Minneapolis & St. Lonis	209,455.45	12,442 81	56,737 39	108,408.79
Muscatine North & South	5,604.86			628.62
Omaha & St Louis	57,486.96	183.98	5,818.44	18,547.34
Sioux City & Northern	13,628.48	19.14	929.95	5,763.58
Willmar & Sioux Falls	91,327 82	1,879.58	16,401 75	38,319.64
Tabor & Northern	1,943.59		309.57	1,599.54
Union Pacific				
Wabash	1,094,149.29	126,246.44	281,492.67	157,835.29
Winona & Western	24,513.79		14,163.91	10,495.71
NARROW GAUGE ROADS.				
Burlington & Northwestern	13,389.00	2,402.69	5,123.92	3,752.90
Burlington & Western	23,975.23		7,520.77	16,739.46
Total	$ 18,477,407.21	$ 2,566,165.68	$ 5,116,253 65	$ 5,401,688.62

* Credit

EXPENSES—ENTIRE LINE.

AND STRUCTURES.

Repairs and renewals of fences and road crossings and cattle guards.	Repairs and renewals of buildings and fixtures.	Repairs and renewals of docks and wharves.	Repairs and renewals of telegraphs.	Stationery and printing.	Other expenses.	Total.
.....	$ 94.26	.....	.....	$ 24.00	$ 194.45	$ 543.63
$ 61,079.95	441,424.85	$ 4,678.64	$ 31,742.06	2,498.57	.....	3,998,909.39
.....	.....	.....	.....	.....	.....	3,370.17
42,493.69	121,069.83	.....	8,499.76	782.93	.....	1,267,012.73
.....	359.28	.....	.....	.....	50.00	7,086.08
154,275.71	760,156.18	23,103.44	54,319.34	1,324.34	74.11	6,529,581.05
5,389.19	16,664.65	.....	442.42	20.55	.....	104,774.25
9,456.94	42,904.82	.....	1,768.43	174.60	23.80	316,977.42
7,895.28	14,399.97	.....	1,717.36	188.83	.....	306,776.27
2,193.16	426.44	.....	3.53	.....	.....	25,959.59
209.09	103.13	.....	5.50	.....	1,168.00	8,224.15
22,844.08	64,293.70	.....	24,914.24	8,190.80	7,732.32	825,729.27
158,129.43	623,463.87	21,851.28	443,355.21	1,548.70	* 1,550,000.00	9,053,380.57
129,796.73	550,096.19	.....	36,028.75	5,434.54	313.83	4,042,966.14
213,742.26	650,021.26	95,049.30	22,499.03	24,555.93	.....	5,665,326.81
46,506.18	240,603.66	28,323.73	18,483.11	670.76	.....	2,045,456.12
1,061.23	4,680.60	.....	1,449.41	265.01	.....	39,264.97
969.49	303.49	.....	.....	.....	.....	9,730.40
.....	.....	.....	.....	.....	.....	49,276.93
15,757.46	52,948.46	.....	4,386.91	1,749.67	1,819.15	698,259.62
405.41	136.76	.....	.....	3.81	.....	1,847.12
907.00	2,976.12	.....	.....	.....	.....	24,843.24
11,028.40	41,170.97	.....	4,410.91	528.14	.....	514,544.26
333.09	256.21	.....	4.10	.....	.....	12,221.03
.....	.....	.....	.....	.....	363.03	4,658.47
8,572.13	13,496.24	.....	1,599.25	46.05	5.44	150,177.74
1,438.78	1,646.39	.....	.....	.....	.....	52,165.99
17,867.46	104,186.31	.....	3,649.41	1,473.08	110.07	514,330.77
80.04	200.73	.....	8.20	59.95	.....	6,582.40
5,515.41	15,424.82	.....	2,176.77	141.47	36.59	105,331.79
428.16	3,038.87	.....	208.20	.....	287.25	24,303.63
1,953.58	4,534.78	.....	997.65	304.70	.....	155,719.50
240.22	784.29	.....	.....	.....	.....	4,877.21
.....	.....	.....	.....	.....	.....	.....
89,384.94	229,560.43	1,879.75	26,448.12	2,075.69	112,598.53	2,121,671.15
448.39	1,740.12	.....	660.00	13.73	.....	52,035.65
796.72	2,210.52	.....	68.60	4.01	.....	27,748.36
1,427.68	2,839.16	.....	49.66	6.95	.....	52,558.91
$ 1,012,627.28	$ 4,008,217.36	$ 174,886.14	$ 290,896.53	$ 52,086.81	$ 1,674,776.57	$ 38,824,173.20

* Renewal and improvement account.

TABLE No. 30—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	MAINTENANCE OF EQUIPMENT.									
	Superintendance.	Repairs and renewals of locomotives.	Repairs and renewals of passenger cars.	Repairs and renewals of freight cars.	Repairs and renewals of work cars.	Repairs and renewals of marine equipment.	Repairs and renewals of machinery and tools.	Stationery and printing.	Other expenses.	Total.
Ames & College	.....	$ 97.23	$ 32 84	.....	.....	.....	.....	.....	.....	$ 130.07
Atchison, Topeka & Santa Fe	$ 42,616.88	1,592,601.88	233,924.78	$1,599,325.27	$ 61,596.95	.....	$ 79,414.71	$ 4,732.73	.....	3,614,213.20
Marshalltown & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Nor	28,590.70	139,966.60	52,039 95	158,180 47	7,430.63	$ 184,912.19	15,406 55	1,063.00	$ 19,230.29	606,820.38
Cedar Rapids Garner & Nw	.....	500.38	39.96	6.6.02	.....	.....	3.00	.....	.....	1,149.36
Chicago, Burlington & Quincy	181,572.36	1,825,641.25	489,420.11	1,507,059.21	54,139 99	.....	181,865.25	7,020.55	163,612.53	4,410,331.25
Chicago, Burlington & Kan City	1,925.20	21,549.61	3,326.43	28,389.32	1,950.27	.....	.....	50.13	91.29	57,282.25
Kansas City, St Joe & Council B	7,519.74	110,672.55	28,368.15	63,680.04	2,106.72	.....	10,453.15	823.17	6,106.92	229,730.44
St. Louis Keokuk & Northwestern	9,296.78	44,698.96	21,549.35	158,512.81	4,135.79	.....	4,855.78	450,30	5,174 66	248,674.43
Chicago, Ft Madison & Des Moines	300.00	2,234.78	171.04	1,900.76	.....	..	167.05	.. ....	.... .	4,773.63
Chicago, Iowa & Dakota	876.02	106.51	9 71	.....	. ..	....	21.30	....	.....	1,013.54
Chicago Great Western	6,133.05	285,478.05	78,260 21	214,713.87	.....	....	14,829.72	6,371 40	25,030.14	630,816.44
Chicago, Milwaukee & St.Paul	86,421.74	995,198.07	483,861.87	1,297,683.69	34,231.32	.....	94,199 15	5,164.75	1,527,211.16	4,523,971.75
Chicago, Rock Island & Pacific	50,106.40	717,501.88	399,970.41	1,123,282.24	60,410 65	.....	73,998 71	5,267.17	100,958.51	2,531,495.97
Chicago & North-Western	290,506.44	2,132,301.51	497,949.78	1,036,329.17	52,248.46	855 82	124,021 70	31,424 76	159,181.82	4,324,819.46
Chicago, St. Paul, Minn. & Omaha	71,803.35	330,130.52	111,221.86	293,717.25	22,309.26	.....	46,593.23	777.25	30,946.31	907,599.03
Sioux City & Pacific	6,393.80	39,615.72	2,885 31	6,900.10	647.65	.....	5,347.16	411.66	1,249.08	63,480.48
Crooked Creek	.....	1,153.63	2,349.83	.....	.....	.....	.....	.....	.....	3,503.46
Davenport, Rock Island & Nw	.....	.....	.....	.....	.....	.....	.....	.....	.....	49,276.93
Dubuque & Sioux City	8,453.16	116,495.56	31,586.40	130,755.76	6,857.92	.....	7,829.22	1,158.37	6 972 32	310,108.71
Stacyville Railroad	57.80	362 29	16.22	12.35	74.29	.....	81.03	9.86	74.51	688.35
Des Moines Union	2,000 00	3,402.00	.	278.00	. .	.....	4,278.63	.	1,076.00	11,034.63
Iowa Central	15,976.57	88,623 58	15,368 79	82,528.88	6,454.62	.....	5,344.25	390.74	6,038 49	220,725.92
Albia & Centerville	....	1,508.98	459.23	1,507.68	.... .	...	.....	....	.... .	3,475.89
Iowa Northern	.....	.....	.....	.....	.....	..	.....	.....	.....	.....
Keokuk & Western	3,115.00	21,336 85	5,076.53	14,043 42	1,435.84	.....	216 01	50.45	1,637.99	46,912.09
Mason City & Ft. Dodge	.....	7,524.87	2,427 33	9,088.19	.....	.....	687.84	.....	.	19,728.23
Minneapolis & St.Louis	11,389.82	110,432.84	29,814.36	99,458.49	7,593.61	.....	35,259.42	1,151.60	3,647.07	298,747.21
Muscatine North & South	.....	1,573 94	418 17	397 37	70.70	....	.	14.99	.. .	2,475.17
Omaha & St Louis	3,181.44	25,922.45	10,087.23	18,122.32	1,760 08	.....	6,293.93	300 13	3,976.56	69,644 14
Willmar & Sioux Falls	2,061.66	26,934.81	4,689 78	16,372.80	2,714.92	.....	573.43	248.34	350.60	53,946.34
Sioux City & Northern	....	4,920.06	1,021 54	11,958 16	..	....	738.78	.....	... .	18,638.54
Tabor & Northern	.	1,688.53	35,95	3.70	36.97	.....	.....	.....	53.42	1,818 57
Union Pacific	....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	131,267 36	978,398.33	530,175.15	858,361.08	21,011.79	....	144,739.89	5,641.82	103,811.07	2,773,406.49
Winona & Western	1,770.00	4,942.35	1,677.89	5,750 19	.... .	.....	327.70	43.27	. ....	14,511.40
NARROW GAUGE ROADS.										
Burlington & Northwestern	423.35	4,706.33	922.87	1,321.39	168.83	....	116.06	1.73	132.23	7,792.79
Burlington & Western	776.65	5,029.08	940.33	2,778 06	263.72	.....	163 08	1 73	218 26	10,170.91
Total	$ 964,535.27	$ 9,643,251 98	$ 3 040,099 36	$ 8,743 018 66	$349,750.98	$ 185,768.01	$857,825.73	$72,599 90	$2,166,777.23	$26,072,907.45

TABLE No. 31—OPERATING

RAILROADS.	CONDUCTING TRANSPORTATION.		
	Superintendence.	Engine and round house men.	Fuel for locomotives.
Ames & College	$ 240.00	$ 544.80	$ 597.45
Atchison, Topeka & Santa Fe	284,457.40	1,878,305.83	1,580,234.27
Marshalltown & Dakota	600 00	2,121.92	.....
Burlington, Cedar Rapids & Northern	57,853.21	292,231.65	315,415.33
Cedar Rapids, Garner & Northwestern	.....	2,418.00	2,252.71
Chicago, Burlington & Quincy	490,765.04	2,265,416 84	2,350,150.04
Chicago, Burlington & Kansas City	6,203.83	23,980 70	24,309.04
Kansas City, St. Joe & Council Bluffs	35,433.00	119,240.39	135,685.49
St. Louis, Keokuk & Northwestern	33,531.98	119,276.30	111,104.96
Chicago, Ft. Madison & Des Moines	600.00	5,223 02	6,635.09
Chicago, Iowa & Dakota	.....	2,577.99	2,888.76
Chicago Great Western	24,532.42	436,015.53	608,028.05
Chicago, Milwaukee & St. Paul	482,751 85	2,428,125 44	2,605,438.94
Chicago, Rock Island & Pacific	245,248.05	1,367,968 61	1,322,543.85
Chicago & North-Western	175,363 13	3,152,458 58	3,216,351.93
Chicago, St. Paul, Minneapolis & Omaha	113,495.35	591,833.25	747,403.72
Sioux City & Pacific	1,810.98	43,029 39	59,441.75
Crooked Creek	.....	2,708.53	2,004 08
Davenport, Rock Island & Northwestern	.....	.....	.....
Dubuque & Sioux City	83,770 83	242,944.56	164,456.39
Stacyville Railroad	116.33	1,078.91	600.58
Des Moines Union	2,075 00	14,075.14	4,728.65
Iowa Central	32,758.93	183,995.08	175,350.00
Albia & Centerville	.....	3,162.09	2,894.39
Iowa Northern	.....	315.00	2,082.00
Keokuk & Western	9,887.02	46,757.16	40,581.84
Mason City & Ft. Dodge	.....	8,412.32	12,759.42
Minneapolis & St. Louis	34,415.56	135,008 12	186,659.95
Muscatine North & South	1,580.74	4,839 44	3,012.80
Omaha & St. Louis	9,829.49	51,182.80	62,604.52
Willmar & Sioux Falls	14,523.31	38,128.13	63,188.39
Sioux City & Northern	1,292.78	7,419.44	11,857.78
Tabor & Northern	.....	1,159.88	1,354.33
Wabash	155,399.73	1,151,685.53	908,124 90
Winona & Western	3,900.00	11,675.73	14,230.02
NARROW GAUGE ROADS.			
Burlington & Northwestern	1,412 75	5,255.50	3,850.50
Burlington & Western	1,685.14	11,123.84	11,745.91
Total	$ 2,305,542.85	$ 14,651,695.44	$ 14,760,627.32

EXPENSES—ENTIRE LINE—CONTINUED.

CONDUCTING TRANSPORTATION.

Water supplies for locomotives	Oil, tallow and waste for locomotives.	Other supplies for locomotives.	Train service.	Train supplies and expenses.	Switchmen, watchmen and flagmen.	Telegraph expenses.
$ 72.00	$ 90.27	.....	$ 570.60	.....	$ 468.25	.....
128,876.44	54,838.88	$ 35,075.28	1,276,467 55	$ 333,729.42	557,207.21	$ 426,359.44
.....	217.45	.....	.....	3,330.06	....	.....
15,253.11	11,284.39	1,925.40	202,069.05	46,369.63	64,722.50	87,439 47
53.90	181 24	52.30	2,491 00	4 00	.....	.....
139,078.57	78,807 42	23,283 48	1,622.063 30	470,630.67	905,000 79	465,052.60
2,139.93	557.74	591.86	21,683 60	3,085.06	932.13	8,687.98
8,903.52	3,506.85	1,797.24	87,915.46	45,924.99	58,591.12	30,164 67
6,821.82	3,608.99	382.68	85,708.76	31,974.02	56,106.21	27,269.79
592 85	134.46	21.64	4,039 41	617.01	86.79	1,091.03
54.56	287.76	52 17	1,764. 18	44.72	....	.....
29,294.42	23,300.07	.....	299,667.21	45,530 02	128,311.91	96,612.22
87,847.82	64,515.88	35,175.96	1,858,585.82	285,385 05	919,248.12	264,236.43
93,506.11	32,934.36	22,622.05	998,259.81	267,789.15	500,069.11	259,634.27
134,051.37	100,435.84	49,825.65	2,215,227 60	392,025.05	1,065,239.09	588,768.10
29,248 44	17,384.52	10,242 60	437,613.77	80,946.46	150,508.73	126,406.84
2,170 32	1,658.08	144.32	27,945.90	6,696 72	13,845.65	6,287.85
27.24	.....	.....	.....	.....	.....	.....
.....	....	.....	.....	.....	.....	....
13,229.90	9,422.37	4,129.39	176,177.47	41,748.53	47,876.57	40,123.07
5.26	52.84	14.23	654.60	37.91	266.19	.....
1,712.18	175.12	1,725.00	5,981.23	370.00	16,763 14	.....
9,774 54	7,634.32	5,178.39	113,774.85	14,614 41	34,175.34	36,801.72
442.28	376.03	28 21	2,613.64	74.85	1.40	836.31
.....	47 39	.....	3,486.00	.....	.....	.....
3,668 10	1,455.95	406.63	34,828.34	5,057 30	4,753.50	12,621.06
637.43	718 00	....	5,449.70	283 55	.....	2,511.21
8,404.00	5,955.18	2,858.42	86,340.71	22,742.32	43,120.55	31,091.69
412 59	393 09	24 44	1,475.53	138.82	1,289.23	1,267.50
4,237.95	1,965 53	829 99	27,216.76	8,666.04	7,932.31	8,978.03
2,378.60	1,395 40	761.41	28,334.50	5,332 38	5,545.38	11,885.76
.....	.....	253.36	5,446 95	1,216.08	2,853.00	1,969.44
....	103.67	53.12	549.05	27.93	.....	68.40
71,317 70	47,027.94	18,371.25	818.921.41	85,345.42	350,157 29	222,005.52
101.00	638.25	81.63	7,782.54	1,189.19	965.00	1,083 01
264.56	106.49	62.09	2,732 86	949.36	760.50	957.89
1,321.68	330.92	182.09	8,340.54	1,753.50	1,272.45	1,084.45
$ 795,905.19	$ 471,582.75	$ 216,152.30	$ 10,472,179.70	$ 2,204,269.62	$ 4,938,159.46	$ 2,761,295.45

TABLE No. 32—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION.								
	Station service.	Station supplies.	Switching charges—balance.	Car mileage—balance.	Hire of equipment—balance.	Loss and damage.	Injuries to persons.	Clearing wrecks.	Operating marine equipment.
Ames & College			$ 100.70						
Atchison Topeka & Santa Fe	$1,003,523.33	$118,874 06		$ 527,896.92	$ 1,322 64	$ 190,222.37	$ 118,155.40	$ 18,761.13	
Marshalltown & Dakota	625.00								
Burlington, Cedar Rapids & Northern	196,415.55	19,258.84			2,170.50	16,190.01	53,313 36	2,154.67	
Cedar Rapids, Garner & Northwestern	2,272.20	445.56		160 16	1,070.42	206.00			
Chicago, Burlington & Quincy	1,371,991.85	117,255.73	9,251.80	163,026 78	80,095.41	145,551.63	122,895.90	21,777.16	
Chicago, Burlington & Kansas City	9,794 03	863 18	30.88	920.03	5,833.88	3,629.03	156 31	154.92	
Kansas City, St. Jo and Council Bluffs	104,814 22	10,964.98	10,951.64	36,088 19	22,047.20	15,092.54	21,467.07	3,098.75	
St. Louis, Keokuk & Northwestern	105,005 90	10,837.10	50,570.33	46,093.47	27,862.48	10,206 84	2,488 73	872.91	
Chicago, Ft. Madison & Des Moines	6,091.74	277.16	581.35	1,235.00	719 86	398.45		73.84	
Chicago, Iowa & Dakota	2,745.25	228.88	116.64	13.56		749.11	90.50		
Chicago Great Western	339,933.14	27,537.56	125,896.37	158,853.31		22,091.33	44,497.44	6,079.92	
Chicago, Milwaukee & St. Paul	1,871 376.27	181,766.10	76,765 44	196,299.65		130,389 79	190,450.76	17,841.27	
Chicago, Rock Island & Pacific	783,400.95	99,975.06		254,924.12		126,532.91	184,840.51		
Chicago & North-Western	1,841,647.13	177,951.41	332.236.12	269,514.79	422.28	213,470.78	459,149.21	35,507.35	$3.738.96
Chicago, St. Paul, Minneapolis & Omaha	398,288.73	44,564 17	4,360 71			59,826.32	55,306.74	13,102.55	
Sioux City & Pacific	33,403.82	3,657 83	8,368 96	8,505.69	13,200 20	2,271.58	3,668.27	121.37	
Crooked Creek	891.15			2.53		40.15			
Davenport, Rock Island & Northwestern									
Dubuque & Sioux City	125,165.29	17,610.73	2,553.50	66,784.40		18,274.10	19,253.72	2,901.77	
Stacyville Railroad	813.86	34.47				6.00			
Des Moines Union	20,478.19	3,242.00					762.00		
Iowa Central	69,497.57	9,612.27	49,821.35	53,119.58	1,497.58	33,290.27	13,680.83	4,560.17	
Albia & Centerville	1,529.56	296.43	146.76	1,817.47		1,113 00	51 50	3.80	
Iowa Northern					1,480.00				
Keokuk & Western	29,842.17	1,868.99				3,549.21	4,057.06	167.44	
Mason City & Ft. Dodge	5,499.46	506.90		2,039.52		1,700.66	4,695 67		
Minneapolis & St. Louis	60,406.34	8,384 64				6,537.24	5,542.92	1,037.30	
Muscatine North & South	3,453.35	236.37	648.31	963.03	212.25	22.44	181.75	2.950	
Omaha & St. Louis	20,134.54	1,619.28		11,200.65	4,234.03	5,780.00	2,737.02	2,857.43	
Willmar & Sioux Falls	27,058.73	11,240.91	12,273.33	2,229.13	1,575 50	3,118.34	7,171.65	580 16	
Sioux City & Northern	7,617.45	698.82				506.35	161 15	69.50	
Tabor & Northern	533.61	48.34		83.01	63.61	10.28	36.40		
Union Pacific									
Wabash	1,218,338.19	61,807.79		626,582.31	38,452.50	116,967.08	108,219 52		
Winona & Western	11,867.69	1,035.83	1,208.00		55.00	164.22	165 00		
NARROW GAUGE ROADS.									
Burlington & Northwestern	5,167.96	367.58	52 40	153 22		223.43	114 20	53 85	
Burlington & Western	7 815.40	563.44	91.10	328.37		342.34	467.71	149.04	
Totals	$9 693,419.62	$933 632.14	$654.172.50	$2.128,925.28	$30.479.24	$1,128,274.70	$1,423,378 30	$131,956.20	$3,738.9

TABLE No. 33—OPERATING EXPENSE—ENTIRE LINE—CONTINUED.

RAILROADS.	CONDUCTING TRANSPORTATION.								
	Advertising.	Outside agencies.	Commissions.	Stock yards and elevators.	Rents for tracks, yards, and terminals.	Rents of buildings and other property.	Stationery and printing.	Other expenses.	Total conducting transportation.
Ames & College									$ 2,684 07
Atchison, Topeka & Santa Fe	$ 71,795.35	$ 352,058.59	$ 47,139.94		$ 385,745.76	$ 16,812.77	$ 90,062.94	$ 123,831.17	9,619,108.81
Marshalltown & Dakota									6,894.43
Burlington, Cedar Rapids & Northern	20,484.77	6,234.93	9,681.21		19,215.53	1,368.65	24,657.45	6,929.31	1,472,638 52
Cedar Rapids, Garner & Northwestern	73 22			25 00	5 96	75.00	177.20	520.44	12,484.31
Chicago, Burlington & Quincy	113,998.35	408.560 28			262,706 25		120,079 30	6,370.55	11,593,619 01
Chicago, Burlington & Kansas City	259.36	1,631.87			11,263 36		2,619.88	25.85	129,985.45
Kansas City, St. Joe & Council Bluffs	12,500.91	31,896.95			70,598.10		9,781.69	1,737.41	856,389 10
St. Louis, Keokuk & Northwestern	10,706.22	38,317.24			72,122 87		14,201 78	2,068.61	867,220.04
Chicago, Ft. Madison & Des Moines	114.13	658.12	5.75		2,551.75	216.00	673.01		32,637.52
Chicago, Iowa & Dakota				108.49				1,868.32	13,590.59
Chicago Great Western	37,436.66	154,639.39		11,391.99	383,074.79		25,031.92	58,770.86	3,086,526.56
Chicago, Milwaukee & St. Paul	98,682.18	378,422 92		41,740.55	197,388.66	42,404.10	159,603.26	147,124.63	12,761,566.89
Chicago, Rock Island & Pacific	111 956.79	362,785 84			416,555 08	162,208.60	92 092.18	98,788.37	7,864,435 58
Chicago & North-Western	111,531.84	421,619.11	387,321 47		93,001 65	13,946 27	156,319.61		15,607,124.32
Chicago, St. Paul, Minneapolis & Omaha	16,064.75	92,295.39	13,459.98	67,580 04	115,140 67	13 015.94	50,849.42		3,248,939.09
Sioux City & Pacific	1,151.99	6,055.54	3,578.86			678 34	3,489.43		251,182.86
Crooked Creek								55.66	5,729.33
Davenport, Rock Island & Northwestern									54,843.56
Dubuque & Sioux City	16,047.17	56,723 99	3,524 31		36,913.38		27,426.60	5,635 24	1,222,702.32
Stacyville R. R							62.12	2.00	3,745.30
Des Moines Union									72,087.05
Iowa Central	7,521.70	13,800 99	3,141.02	1,370.26	23,898.75	1,964.46	13,540.01	2,107.98	916,482 47
Albia & Centerville						60.00			15,447.72
Iowa Northern						205 00			7,585.39
Keokuk & Western	410 92	1,069.61			1,000.00	1,183 43	2,894.86	223.90	206,284 49
Mason City & Ft. Dodge	102 55	12.46							45,368.91
Minneapolis & St. Louis	4,193 29	20,455 40	6,061.55		56,716.40	3,313.46	13,176.05	45,047.03	793,468.12
Muscatine North & South	71.50	172.50	* 52.50	4 00		18.84	883.00	104.80	21,538.32
Omaha & St. Louis	370.05	9,491 43	157.84		16,182 62	2,920 06	3,705.32	534.91	265,549.50
Willmar & Sioux Falls	1,072 64	10,073.40	1,505.20		18,191.17	99.61	2,946.85	239.10	270,829 31
Sioux City & Northern	59.00	539.56			2,935.48	11.35			44,907.95
Tabor & Northern	12.00			1.00		5.00	40.31	29.96	4,179 90
Union Pacific									
Wabash	60,153.21	367,409 86	137,257.72		183,961.29	19,027.64	87,856.18	134,244.41	6,988,679.39
Winona & Western	35.00	260.90		70.75	2,771 46		946.39		60,226.61
NARROW GAUGE ROADS.									
Burlington & Northwestern	77.62	711.79			6,788.47		459.05		30,527.07
Burlington & Western	435.66	934.20			915.53		673 84		51,557.15
Total	$ 697,408.89	$ 2,736,832.31	$ 612,887.35	$ 122,292.08	$ 2,379,645.94	$ 279,534.52	$ 904,279.65	$ 636,260.51	$ 78,448,767.01

* Damage to property and stock.

TABLE No. 34—OPERATING EXPENSES—ENTIRE LINE—CONTINUED.

RAILROADS.	GENERAL EXPENSE.							
	Salaries of general officers.	Salaries of clerks and attendants.	General office expense and suppl's	Insurance.	Law expen's	Stationery and printing (gen'al office).	Other expenses.	Total general expense.
Ames & College				$ 70 50			$ 5.52	$ 76.02
Atchison, Topeka & Santa Fe	$ 131,012.80	$ 231,515 81	$ 109,982.26	50,115.54	$ 145,769.01	$ 20,354.59	11,499.41	680,249.42
Marshalltown & Dakota								
Burlington, Cedar Rapids & Northern	40,110.13	49,964.15	6,217.33	8,186 66	13,040.50	4,531.53	3,969.75	126,020 05
Cedar Rapids, Garner & Northwestern	2,580.00	480.00	153 00		500.00		784.00	4,497.00
Chicago, Burlington & Quincy	292,950 03	290,130.78	82,243.97	82,213.10	88,278.94	36,610.94	68,022.51	940,450.27
Chicago Burlington & Kansas City	2,559 35	4,232 36	650.25	853.70	1,384.80	347.59	893.30	10,921.35
Kansas City, St. Joe & Council Bluffs	23,109 38	25,051.34	3,472.25	3,724 44	4,321.38	2,758 00	6,050.28	68,487.07
St. Louis, Keokuk & Northwestern	14,088 13	20,168 92	4,403.20	2,720 21	4,511.51	2,033.92	5,180.49	53,106.38
Chicago, Ft. Madison & Des Moines	4,712 50	1,069.03	75.43	236.95	625.57		452 69	7,172.17
Chicago, Iowa & Dakota	1,565 00	525.00	344.85	180.00		269 00	68.67	2,952.52
Chicago Great Western	79,665.64	109,534.75	38,426 55	10,800 00	34,989.07	5,916.30	50,893.22	330,225 53
Chicago, Milwaukee & St. Paul	240,819 29	233,428.44	20,484.12	121,302.27	47,854.92	28,633.92	*131,387.00	823,909.96
Chicago, Rock Island & Pacific		†321,415.31	18,165 20	7,744.95	77,717 66	31,072.01	129,693.82	585,808.95
Chicago & North-Western	157,313.39	359,661.14	92 859.18	5,703.60	130,278.83	20,086.14	25,002.80	790,905.08
Chicago, St. Paul, Minneapolis & Omaha	82,191 65	68,165.84	11,644.90	15,800.13	8,658.49	9,322.53	18,589.56	214,373.10
Sioux City & Pacific	4,429.28	8,046.94	1,389.76	2.46	4,578.83	221.07	53.85	18,722.19
Crooked Creek	3,080.00			31.15			644.03	3,755 18
Davenport, Rock Island & Northwestern								
Dubuque & Sioux City	18,218.75	24,622.23	9,443 50	13,020.96	10,956.12	3,137.59	7,501.92	86,901 07
Stacyville Railroad			3.99	54.10			5.00	63.09
Des Moines Union	3,200 00	1,798.00	1,948.35		1,574.00	325.00		8,845.35
Iowa Central	27,958.32	21,985 67	6,170.17	1,560.00	1,881.01	4,637.65	8,903.93	73,096 75
Albia & Centerville		600.00		69.00	243.22	82.00		994.22
Iowa Northern	870.00			118 69		26.93		1,015.62
Keokuk & Western	10,727.09	10,516 25	818.50	1,006.57	972.68	741 93	484 31	25,267.33
Mason City & Ft. Dodge	5,991.21	2,329 20	6,701.83	525 00	484.10	1,197 80		17,229.14
Minneapolis & St. Louis	42,787.87	22,005.11	2,104.99	4,642.05	9,346.69	4,001.12	11,014.98	95,902.81
Muscatine North & South	1,430 00	1,125 00	444.65	29.40		540.22	93.20	3,662.47
Omaha & St. Louis	6,378.34	7,530 26	2,981 45	517.58	4,038 61	1,915 06	172 12	23,533.42
Willmar & Sioux Falls	4,468 02	8,824 18	1,277 93	1,686 10	2,664 88	1,323.08	4,282 15	23,926 34
Sioux City & Northern	33,919 13	5,404 62	191 47	1,220.41	602.85	1,506 51	272 80	43,117 79
Tabor & Northern	2,874 70		42 45	21.00	15 00	21 29	42 59	3,017 03
Union Pacific								
Wabash	42,767 72	36,539 25	774 75	28,381.85	76,675 93	19,366 24	43,115 95	247,621 69
Winona & Western	1,200.00	845.80	1,137 69	37 53	615.08	473.27	428 79	4,663.10
NARROW GAUGE ROADS.								
Burlington & Northwestern	2,329.27	1,628 43	276.16	297 76		162 07		4,693.69
Burlington & Western	2,624 89	1,816 43	325 78	298 58		166.87		5,232.55
Total	$ 1,287,931 88	$ 1,870,960.24	$ 425,155 91	$ 363,097.18	$ 651,979 68	$ 201,782.27	$ 529,508 64	$ 5,330,415.70

* Includes internal revenue tax. † Includes general office salaries.

TABLE No. 35—OPERATING EXPENSES—ENTIRE LINE—Continued.

RAILROADS.	RECAPITULATION OF EXPENSES.					Percentage of expense to earnings.
	Maintenance of way and structures.	Maintenance of equipment	Conducting transportation.	General expense	Grand total.	
Ames & College	....	.....	.	.	$ 3,432 99	.
Atchison, Topeka & Santa Fe	$ 3,998,969 39	$ 3,614,213.20	$ 9,619,108 81	$ 680,249.42	17,912,540.82	57 86
Marshalltown & Dakota	3,370.17	6,894 43	.....	.....	10, 61.60	.
Burlington, Cedar Rapids & Northern	1,267,012.73	606,820 38	1,472 638 52	126,020 05	3,472.491 68	69.548
Cedar Rapids, Garner & Northwestern	7,086 08	1,149 36	12.484 31	4 497.00	25,216 75	.
Chicago, Burlington & Quincy	6,529,581.05	4,410,331.25	11,593,619 01	940,450.27	23,473,981 58	61 84
Chicago, Burlington & Kansas City	104,774 25	57,282.25	129,985.45	10,921 35	302,963.30	70 2
Kansas City, St. Joe & Council Bluffs	316,977.42	229 730.44	856 389 10	68,427.07	1,471,584.03	64.48
St. Louis, Keokuk & Northwestern	306,776.27	248 674.43	867.220.04	53,106 38	1,475.777 12	56.1
Chicago, Ft Madison & Des Moines	25,779.59	4.773 63	32,637.52	7.172 17	70 362 91	81.
Chicago, Iowa & Dakota	8,224 15	1,013 00	13,590 59	2.952 52	25,780 26	.
Chicago Great Western	825,729 27	630,816 44	3,086 526 56	330.225 53	4,873,297 80	72 66
Chicago, Milwaukee & St Paul	9,053.380 57	4,523,971 75	12,761.566 89	823,909 96	27,162,829 17	64 85
Chicago, Rock Island & Pacific	4.042,966 14	2,531 495 97	7.804.435 58	585,808.95	14,964.706 64	64 47
Chicago & North-Western	5,665,326 81	4,334.819 46	15,607,124.32	790,905 08	26,388 175.67	60.81
Chicago, St Paul, Minneapolis & Omaha	2,045,456.12	907,599 03	3,248.939.09	214,373.10	6,416,367 34	61.46
Sioux City & Pacific	39.264.97	63,480 48	251,182 86	18.722.19	372,650 50	66.49
Crooked Creek	9,730.40	3,503.46	5,729.33	3,755.18	22,718.37	138 24
Davenport, Rock Island & Northwestern	.....	.....	.....	.....	54.843 56	.
Dubuque & Sioux City	698.259 62	310,108 71	1,222,702.32	86,901 07	2,317.971.72	70.86
Stacyville Railroad	1,847 12	688.35	3,745 30	63.09	6,343 86	98.80
Des Moines Union	21,843.24	11,034.63	72,087 05	8,845.35	116,810.27	.
Iowa Central	514,544 26	220,725.92	916,482 47	73,096.75	1,724,849.40	74 15
Iowa Central & Western	.....	.....	.....	.....	29,193 23	52 13
Albia & Centerville	12,221.03	3,475 89	15,447.92	994 22	32,139 06	91 01
Iowa Northern	4,658 47	.	7,585.39	1.015.62	13 259 48	....
Keokuk & Western	150,177 74	46,912.09	206,281 49	25,267 33	428,638.65	617.09
Mason City & Ft. Dodge	52,165 99	19,728 23	45,368 91	17,229.14	134,492 27	56 149
Minneapolis & St. Louis	514 330 77	298,747 21	793,468 12	95,902 81	1,702,448 91	56 29
Muscatine North & South	6,582 40	2,475 17	21,538.32	3,662 47	34,258.36	.
Omaha & St Louis	105,331 79	69,6 4 14	265,549 50	23,533 42	464,058 85	97 23
Willmar & Sioux Falls	155,719 50	53,946 34	270,829.31	23,926.34	504,421.49	47.63
Sioux City & Northern	24,303 63	18,638 54	44.907 95	43,117 79	130,967.91	74 61
Tabor & Northern	4,877 21	1,818 57	4,179 90	3,017.03	13,892.71	.....
Union Pacific	.	.	.	.	.	.
Wabash	2,121,671 15	2,773,406.49	6,988,679 39	247,621.69	12,131,378.72	73.79
Winona & Western	52,035.65	14,511.40	60,226.61	4,663.10	131,436.76	.
NARROW GAUGE ROADS.						
Burlington & Northwestern	27,748 36	7,792.79	30,527 07	4,663.69	70,761 91	73.
Burlington & Western	42,742 33	10,170 91	51,557.15	5,232 55	109,702.94	101.6

TABLE No. 36—TAXES.

RAILROADS.	ILLINOIS.			MISSOURI.			MINNESOTA.			WISCONSIN.		
	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
Ames & College												
Atchison, Topeka & Santa Fe	$ 97,836.67	$ 283.44	$ 345.18	$ 64,799.63	$ 271.91	$ 238.31						
Burlington, Cedar Rapids & Nor.							$ 7,471.72	$ 92.98	80.36			
Cedar Rapids, Garner & N.-W.												
Chicago, Burlington & Quincy	451,205.56	1,404.45	221.27	15,939.60	136.69	116.61	7,479.86	23 61	316.81	$ 51,625.09	$ 222.57	$ 231.95
Chicago, Burlington & K. C.				8,031.38	77.74	103.31						
Kansas City, St Joe & C. B.				36,221.09	253.47	142.90						
St. Louis, Keokuk & N.-W.	25 13			31,251.10	174.80							
Chicago, Ft. Madison & D. M.												
Chicago, Iowa & Dakota												
Chicago Great Western	67,275.67	152.54	441.04	14.079 73	84.46	166.70	19,120.64	145.62	133.05			
Chicago, Milwaukee & St. Paul	148,837.90	334.52	444.93	19,559.64			235,503.35	1,120.09	210.25	489,688.71	1,649.88	296.80
Chicago, Rock Island & Pacific	155,420.81	230.51	657 14	45,043.35	287.14	158.96						
Chicago & North-Western	201,156.19	593.97	439.68				79,132.38	604.48	130.91	485,456.42	1,640 65	295 92
C., St. P., M. & O.							136,938.58	435.76	314.25	162,834 56	619.11	263.01
Sioux City & Pacific												
Crooked Creek												
Dubuque & Sioux City												
Stacyville Railroad												
Des Moines Union												
Iowa Central	17,923.10	89.75	199.68									
Albia & Centerville												
Iowa Northern												
Keokuk & Western				11,883.99	81.56	145.71						
Mason City & Ft. Dodge												
Minneapolis & St. Louis							69,860.94	390.61	178 85			
Muscatine North & South												
Omaha & St. Louis				9,477.39	77.67	122.02						
Willmar & Sioux Falls Railway							21,890.04	133.91	163.46			
Sioux City & Northern							417.49	11.31	57.63			
Tabor & Northern												
Union Pacific												
Wabash												
Winona & Western							4,503.47	97.25				
NARROW GAUGE ROADS.												
Burlington & Northwestern												
Burlington & Western												
Total	$ 1,199,681.03	$ 3,095 18		$ 256,886.90	$ 1,445.44		$ 282,318.47	$ 3,055 62		$ 1,189,644.78	$ 4,132.21	

TABLE No. 37—TAXES—CONTINUED.

RAILROADS.	NEBRASKA.			KANSAS.			SOUTH DAKOTA.			MICHIGAN.		
	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
Ames & College												
Atchison, Topeka & Santa Fe				$ 690,200.26	2,600.17	$ 265 45						
Marshalltown & Dakota												
Burlington, Cedar Rapids & Northern							$ 7,448 63	82 76	90 00			
Cedar Rapids, Garner & Northwestern												
Chicago, Burlington & Quincy	$ 441,819.39	2,361 71	$ 187 08	43,263 31	259 62	166.64	10,493 89	210 03	49.96			
Chicago, Burlington & Kansas City												
Kansas City, St. Joe & Council Bluffs				1,189 25								
St. Louis, Keokuk & Northwestern												
Chicago, Ft Madison & Des Moines												
Chicago, Iowa & Dakota												
Chicago Great Western				8,591 44								
Chicago, Milwaukee & St. Paul	304 71			773.07			100,541 54	1,122 27	89 58	$ 7,769.46	154 95	$ 50 01
Chicago, Rock Island & Pacific	53,300 34	250 44	212.83	314,452 83	1,124.30	279 69						
Chicago & Northwestern							33,718 99	750 93	44.90	80 124.50	521 19	153 73
Chicago, St. Paul, Minneapolis & Omaha	54,740 63	274 57	199 37				10,501 71	88 20	119 07			
Sioux City & Pacific	3,012.49	26 95	111.78									
Crooked Creek												
Dubuque & Sioux City												
Stacyville R. R												
Des Moines Union												
Iowa Central												
Albia & Centerville												
Iowa Northern												
Keokuk & Western												
Mason City & Ft. Dodge												
Minneapolis & St. Louis							3,000.00	40 08	74.85			
Muscatine North & South												
Omaha & St. Louis												
Willmar & Sioux Falls	* 7,616 40	129.16	58.97				8,496.85	93 64	90 74			
Sioux City & Northern							462.20	7 99	36.91			
Tabor & Northern												
Union Pacific												
Wabash												
Winona & Western												
NARROW GAUGE ROADS.												
Burlington & Northwestern												
Burlington & Western												
Total	$ 560,793.96	3,042.83		$ 1,058,470 16	3,984.09		$ 174,663 81	2,395.90		$87,893.96	676.14	

* Last six months.

TABLE No. 38—TAXES—CONTINUED.

RAILROADS.	OTHER STATES.			IOWA.			TOTAL TAXES.		
	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.	Amount.	Miles of road.	Per mile.
Ames & College				$ 160.86			$ 169.86		
Atchison, Topeka & Santa Fe	$ 348,845.60	1,588.14	924.39	14,186.95	19.86	714.35	1,215,849.11	4,763.52	$ 255.25
Marshalltown & Dakota									
Burlington, Cedar Rapids & Northern				137,129.78	560.73	142.72	152,050.13	1,136.47	132.91
Cedar Rapids, Garner & Northwestern				438.05	18.38	23.83	438.05	18.38	23.83
Chicago, Burlington & Quincy	‡223,182.92	763.67	541.29	182,468.33	839.52	217.35	1,427,477.95	6,221.87	229.43
Chicago, Burlington & Kansas City	*a* 359.84			8,120.51	103.82	78.22	16,511.73	181.56	
Kansas City, St Joe and Council Bluffs	*a* 3,666.67			7,499.26	57.38	130.69	48,566.27	310.85	
St. Louis, Keokuk & Northwestern	*a* 4,694.29			5,351.65	51.00	104.97	41,324.17	225.80	
Chicago, Ft Madison & Des Moines	*a* 167.00	71.	2.35	1,791.31	71.00	25.23	1,958.31	71.00	27.58
Chicago, Iowa & Dakota				1,915.07	26.40	72.54	1,915.07	26.40	72.54
Chicago Great Western	*a* 33,621.97			70,884.60	462.23	153.35	213,574.05	844.85	395.58
Chicago, Milwaukee & St. Paul	*b* 14,057.72	118.21	118.92	240,971.74	1,782.48	135.20	1,258,007.84	6,422.67	195.87
Chicago, Rock Island & Pacific	94,087.92	679.19	301.62	237,383.20	1,069.09	222.04	900,288.45	3,646.67	246.88
Chicago & North-Western	3,122.79	14.28	122.39	240,708.24	1,437.00	167.51	1,183,459.51	5,562.50	212.76
Chicago, St. Paul, Minneapolis & Omaha				29,073.24	102.05	284.89	394,088.72	1,519.69	259.32
Sioux City & Pacific				15,463.54	80.47	192.16	18,476.03	107.42	172.00
Crooked Creek				1,198.12	17.61	68.04	1,198.12	17.61	68.04
Dubuque & Sioux City	*c* 2,541.18	26.35	96.44	*c* 106,314.27	704.26	150.96	108,855.45	730.61	148.99
Stacyville Railroad				*c* 390.48	7.93	49.24	390.48	7.93	49.24
Des Moines Union				9,419.74	3.70	2,545.90	9,419.74	3.70	2,545.90
Iowa Central				54,188.01	416.87	129.98	72,111.11	506.63	142.33
Albia & Centerville				1,815.92	24.44	74.30	1,815.92	24.44	74.30
Iowa Northern									
Keokuk & Western	*a* 2,499.37	254.65	9.81	8,066.43	173.09	46.60	22,449.79	254.65	88.16
Mason City & Ft Dodge				10,600.00	92.00	115.22	10,600.00	92.00	115.22
Minneapolis & St Louis	*a* 3,726.85	577.47	6.45	22,290.00	146.77	151.87	98,877.79	577.46	171.23
Muscatine North & South									
Omaha & St Louis				8,763.92	65.72	133.35	18,241.31	143.39	127.21
Willmar & Sioux Falls	*a* 4,847.65	436.73	11.10	4,630.08	80.02	57.86	47,480.92	436.73	108.72
Sioux City & Northern				4,493.86	77.98	57.85	5,373.55	97.28	55.37
Tabor & Northern				256.18	8.79	29.14	256.18	8.79	29.14
Union Pacific				22,603.92	2.46		22,603.92	2.46	
Wabash				12,400.00			12,400.00		
Winona & Western				1,090.90	23.5		5,594.37	120.75	
NARROW GAUGE ROADS.									
Burlington & Northwestern	*a* 173.73		4.48	2,062.46	38.73	53.25	2,236.19	38.73	57.73
Burlington & Western	*a* 321.77			3,583.92	70.7	50.69	3,905.69	70.7	55.24
Total	$ 739,007.17	$4,529.68		$ 1,467,725.54	$9,035.98		$ 7,217,985.78	$34,193.51	

a War revenue tax. *b* North Dakota. ‡ Includes $60,988.71 war revenue tax. *c* Includes federal tax.

TABLE No. 39—CURRENT ASSETS AND LIABILITIES.

RAILROADS.	CASH AND CURRENT ASSETS AVAILABLE FOR PAYMENT OF CURRENT LIABILITIES.							
	Cash.	Bills receivable.	Due from agents.	Net traffic freight balance due from other companies.	Due from solvent companies and individuals.	Other cash assets excluding materials and supplies.	Balance current liabilities.	Total.
Ames & College								
Atchison, Topeka & Santa Fe	$ 6,092,301.04	$ 262,422.35	$ 224,341.78		$ 3,018,325.93			$ 10,197,391.10
Boone Valley								
Burlington, Cedar Rapids & Northern	348,814.57		107,205.92	$ 3,651.43	47,889.19	$ 68,734.95	$ 160,810 23	737,106.29
Cedar Rapids, Garner & Northwestern.								
Chicago, Burlington & Quincy	3,252,742.72	520,732 59	5,236,45	2,519,352.27		23,796.36		6,321,860.39
Chicago, Burlington & Kansas City	56,783.26	789.92	2,001.85		27,638,63	331.70		87,605.36
Kansas City, St. Joe and C B.	144,340.65		10,054.52		362,267 42	1,153 60	60,605.30	578,421 49
St Louis, Keokuk & Northwestern.	81,481,81	207,611.94	54,565.10		190,855 02	1,972.34		536,487.11
Chicago, Ft. Madison & Des Moines.	9,936.94		729 68	44.81	4,363.72		302.20	15,377.35
Chicago, Iowa & Dakota								
Chicago Great Western	755,343.25	19,550.00	229,028.19	202,713 60	51,408 45		207,505.27	1,465,548.76
Chicago, Milwaukee & St. Paul	5,088,400.85		546,315.38		224,860.92		* 351,250.70	6,210,827.84
Chicago, Rock Island & Pacific	887,537.95	320,726.75	959,366.74		579,959.02			2,747,590.46
Chicago & Northwestern	4,012,180.15	77,226.71	2,312,859.93		529,652.81			6,931,919.60
Chicago, St. Paul, Minneapolis & O.	1,316,735.22	1,294.62	392.821.47		90,964.26			1,801,815.57
Sioux City & Pacific	205,401 73		90,082.98					295,484.71
Crooked Creek			144.33		5,781.55		7,482.47	13,408.35
Des Moines Northern & Western.								
Dubuque & Sioux City		810.00			758,833 93	243.82	3,836,828 96	4,596,716.71
Stacyville R. R.							6,390.60	6,390 60
Des Moines Union	4,438.28	30,542.89				21,791.98	46,363 14	103,136.29
Iowa Central	27,714.60		56,274.59	136,346.05			645,148.84	865,484.08
Albia & Centerville	2,170.95	94.68	216,87	1,858 30			6,112.11	10,452.91
Iowa Northern								
Keokuk & Western	39,518.92		819.44		27,674 95		2,902 55	70,915.86
Mason City & Ft. Dodge	12,084.15	4,078 14	2,441.35	9,880.05	294,279.74	43.75	855,776.03	1,178,583.21
Minneapolis & St Louis	224,848.47		70,541.73		105,242 51		27,481.50	428,114.21
Muscatine North & South	4,295.75		370.74		8,644 52		2,744 32	16,055.33
Omaha & St Louis	1,017.20		11,369 57	120,470.83		517 10	744,344.42	877,719.12
Willmar & Sioux Falls	36,887.11			97,761.29				134,648 40
Sioux City & Northern			838 35	170.76	12,572.54	*a* 56,833 81		70,415.46
Tabor & Northern	2,059.75		46.13		634.02		29,154.35	31,894.25
Union Pacific								
Wabash	962,736.66	14,466 39	214,273 72		600,426.62	108,748.08	1,425,309 93	3,325,961.40
Winona & Western	3,707.07	5.000 00	5,839 64		3,042.25		988.78	18,577 74
NARROW GAUGE ROADS.								
Burlington & Northwestern	619 80	1,072.10	5,237.49		75,848.49		180.697 49	263,475 37
Burlington & Western	2,205.96	50.00	5,952.71		3,860 93		693.053 97	705,123.57
Total	$ 24,176,304 81	$ 1,466,469 08	$ 5,309,036.65	$ 3,092,249.39	$ 7,025,028.32	$ 284,167.49	$ 9,291,253.16	$ 50,644,508.90

a Registry U. S. Circuit Court, U. S. Government.

TABLE No. 40—CURRENT ASSETS

RAILROADS.	CURRENT LIABILITIES			
	Loans and bills payable.	Audited vouchers and acc'ts.	Wages and salaries	Net traffic, balances due—other companies.
Ames & College				
Atchison, Topeka & Santa Fe	$ 310,000.00	$ 1,388,244.03	$ 1,008,800.54	$ 231,039.52
Marshalltown & Dakota				
Burlington, Cedar Rapids & Northern	150,000.00	389,325.95	197,780.34	
Cedar Rapids, Garner & Northwestern				
Chicago, Burlington & Quincy		1,764,436.12	675,109.89	266,276.01
Chicago Burlington & Kansas City		43,227 82	13,731.15	
Kansas City, St. Joe & Council Bluffs		319,548.75	82,252.24	
St Louis, Keokuk & Northwestern	125,830.56	313,556 17	70,074.95	
Chicago, Ft Madison & Des Moines		3,640.61	4,523.69	7,213.05
Chicago, Iowa & Dakota				
Chicago Great Western		1,059,063.07	245,726.80	
Chicago, Milwaukee & St. Paul		990,072.42	1,584,943.88	179,096 84
Chicago Rock Island & Pacific	587,650.76	623,542 86	53,903.17	321,768.98
Chicago & Northwestern		3,034,507.99	1,704,599.44	165,172.63
Chicago, St. Paul, Minneapolis & O		340,466.77	395,238.91	87,950.83
Sioux City & Pacific		37,379 83	34,983.92	20,730.56
Crooked Creek		13,408 35		
Dubuque & Sioux City	4,500,000.00	91,130.16		
Stacyville Railroad		6,390.60		
Des Moines Union	59,000.00	28,741.37	8,898.97	
Iowa Central	330,000.00	381,285.51	74,034 62	59,818.95
Albia & Centerville		8,270.51	1,582.40	
Iowa Northern				
Keokuk & Western		19,788.35	27,940 23	4,187 28
Mason City & Ft Dodge		4,069.76	5,615 01	
Minneapolis & St. Louis		101,838.87	103 118.16	
Muscatine North & South	4,000.00	3,247.63	2,315.48	6,492.22
Omaha & St. Louis		230,622.93	382.54	26,806.93
Willmar & Sioux Falls		58,760.67	46,930.16	
Sioux City & Northern		13,085.52	36.60	
Tabor & Northern	11,847.42	10.67	412.35	482.87
Union Pacific				
Wabash	649,451.16	1,258,711.98	488,303.25	123,087.90
Winona & Western		8,273 23	8,688.44	1,589.66
NARROW GAUGE ROADS.				
Burlington & Northwestern		54,398.54	4,389.14	59.69
Burlington & Western		77,857.68	6,294.92	1,232.97
Total	$ 6,727,779.90	$ 12,666,904.72	$ 6,910,611.19	$ 1,503,006.89

AND LIABILITIES—CONTINUED.

TO AND INCLUDING JUNE 30, 1900.

Dividends not called for.	Matured interest coupons unpaid.	Rents due July 1st	Miscellaneo's	Balance cash assets.	Total.	Material and supplies on hand.
	$ 201,380.00			$ 7,057,927.01	$ 10,197,391.10	$ 1,337,810.82
					737,106.29	807,952.47
						300.00
$ 1,732.75	1,977,967.00		$ 960,925.65	675,412.97	6,321,860.39	3,376,611.39
	12,300.00			18,346 39	87,605.36	
	176,020.50				578,421.49	154,761.63
			1,600 00	25,425.43	536,487.11	54,668.61
					15,377.35	3,414.09
			160,758.89		1,465,548.76	708,636.94
52,556.58	3,047,407.92		296,971 29	59,778.92	6,210,827.85	3,494,897.95
				1,160,724.69	2,747,590.40	1,823,015.49
10,176.00	323,992 02	$ 6,000.00	1,596,304.50	31,167.02	6,931,919.60	3,019,731.56
394,629.50	77,731.75	9,999.45	244,816.58	250,981 78	1,801,815.57	707,146.08
	50,295.00			152,095.40	295,484 71	32,581.53
					13,408.35	
2,034.05	3,552.50				4,596,716.71	
					6,390.60	
			6,495 95		103,136.29	26,363.14
	16,700.00		3,645.00		865,484 08	283,576.34
			600.00		10,452 91	
	19,000.00				70,915.86	51,842.53
	1,159,200.00		9,698.44		1,178,583.21	15,035.93
	29,297.25		193,859.93		428,114 21	213,649.82
					16,055.33	
	95,040.00		524,866.72		877,719.12	53,588.88
	1,800 00			27,157.57	134,648.40	36,088.69
				57,293.34	70,415.46	
	19,135.94	5 00			31,894.25	1,248.00
105,000 00	182,177 00		519,230.11		3,325,961.40	955,883.01
			26.41		18,577.74	
	204,628 00				263,475 37	40,447.10
	619,738.00				705,123 57	
$ 566,128.88	$ 8,217,962.88	$ 16,004.45	$ 4,519,799 47	$ 9,516,310.52	$ 50,644,508.90	$ 7,299,252.00

TABLE No. 41—MILEAGE—ENTIRE LINE.

RAILROADS.	Total mileage operated, including yard, tracks and siding.	New line constructed during year.	MILEAGE OPERATED—SINGLE TRACK.								MILEAGE OWNED					
			LINES OPERATED BY CAPITAL ST'K								LINES OPERATED BY CAPITAL S'TK.					
			Main line.	Branches and spurs.	Line of proprietary companies.	Line operated under lease.	Line operated under contract, etc.	New line constructed during year.	Total mileage excluding trackage rights.	Line operated under trackage rights.	Main line.	Branches and spurs.	New line constructed during year.	Total mileage.	Miles of iron.	Miles of steel.
Ames & College	2.05	.....	1 98	.....	.....	.....	.....	.....	1 98	.....	1.98	.....	.....	1 98	.....	1 98
Atchison, Topeka & Santa F.	5,919 77	.....	1,596.47	3,146 88	20 17	.....	.....	.....	4,763.52	42.48	1,596 47	3,146 88	.....	4,743 35	74 79	4,668 56
Marshalltown & Dakota	21.00	18 00	21.00	.....	.....	.....	.....	.....	21 00	.....	21 00	.....	.....	21 00	.....	.....
Burlington, C. R. & N.	1,362 17	54 37	241 82	204 34	726.54	.....	5 68	11.39	1,189 77	53 30	241 82	204 34	.....	446 16	.....	446 16
Cedar Rapids, Gar. & N.-W.	27 38	.....	19 38	.....	.....	.....	.....	.....	19.38	8 00	18 38	.....	.....	18 38	.....	18 38
Chicago, Burl. & Quincy	8,157 49	307 40	832 33	5,389 54	.....	.....	.....	181.54	6,221 87	190 61	832 33	5,389.54	181.54	6,221 87	275 99	5,945.88
Chicago, Burl. & K. C.	241 70	65	181 56	.....	.....	.....	.....	.....	181 56	39.39	181 56	.....	.....	181 56	.....	181.56
Kansas City, St. Jo & C. B.	396 09	3 58	189.81	113 60	.....	.....	.....	.....	303.41	6.09	189.81	121 04	.....	310 85	.....	310 85
St. Louis, Keokuk & N.-W.	370 34	7 01	166 78	59 03	.....	.....	.....	.....	225.80	40 37	166 78	59.02	.....	225 80	14 52	211.28
Chicago, Ft. Madison & D. M	78 70	.....	71 00	.....	.....	.....	.....	.....	71.00	.....	71 00	.....	.....	71 00	.....	71.00
Chicago, Iowa & Dakota	29 57	.....	26 40	3 17	.....	.....	.....	.....	29.57	.....	26 40	3.17	.....	29 57	.....	29 57
Chi ago Great Western	1,164 06	.....	712 84	132 01	.....	.....	.....	.....	844 85	87 16	712 84	132 01	.....	844.85	.....	844 85
Chicago, Milwaukee & St. P.	8,368 03	361 72	6,409 87	.....	.....	.....	.....	270 89	6,461 56	51 69	6,409 87	.....	270 89	6,409 87	283 58	6,120 29
Chicago, R. I. & Pacific	4,630 34	38 55	500 20	2,453.72	.....	352.70	.....	26 74	3,308 62	338 05	500 20	2,455 72	26 74	2,955 92	13 07	2,942 85
Chicago & North-Western	8,097 34	708 40	2,413 40	3,073.02	16 06	.....	60.02	485 61	5,562 50	8 73	2,413 40	3,073 02	485 61	5,486 42	204 95	5,281 47
Chicago, St. P., Minn. & O.	2,041 52	84 36	1,487 71	.....	.....	.....	.....	68 01	1,487.71	69 59	1,487 71	.....	68 01	1,487.71	58 84	1,428 88
Sioux City & Pacific	139 30	62	107 42	.....	.....	.....	.....	.....	107.42	.....	107 42	.....	.....	107 42	4.87	102 55
Crooked Creek	20 89	.....	17 61	.....	.....	.....	.....	.....	17 61	.....	17 61	.....	.....	17 61	.....	17.61
Davenport, R. I. & N.-W.	39 70	39 70	34 70	.....	.....	.....	.....	34 70	34 70	.....	34 70	.....	34 70	34 70	.....	34 70
Dubuque & Sioux City	896 71	131 02	326 58	404 03	.....	.....	.....	131.02	730.61	.....	326 58	404 03	131 02	730 61	.....	730 61
Stacyville Railroad	9 30	.....	7.93	.....	.....	.....	.....	.....	7.93	.....	7 93	.....	.....	7 93	.....	7.93
Des Moines Union	17.70	.....	3.70	.....	.....	.....	.....	.....	3 70	.....	3 70	.....	.....	3 70	.....	3.70
Iowa Central	614.14	.....	361.88	142.18	.....	.....	2.57	.....	506.63	3 50	361 88	142 18	.....	504 06	23 07	480 99
Iowa Central & Western	40 74	40 74	30 74	.....	.....	.....	.....	30.74	30 74	.....	30 74	.....	30.74	30 74	.....	30 74
Albia & Centerville	27 56	.....	24 44	.....	.....	.....	.....	.....	24.44	.....	24 44	.....	.....	24 44	.....	24 44
Iowa Northern	5 93	.....	5.93	.....	.....	.....	.....	.....	5 93	.....	5 93	.....	.....	5.93	.....	5 93
Keokuk & Western	298.49	.....	254.65	.....	.....	.....	5 00	.....	259.65	.....	254.65	.....	.....	254 65	.....	254 65
Mason City & Ft. Dodge	101 02	.....	88 10	3 90	.....	.....	.....	.....	92 00	.....	88 10	3 90	.....	92.00	.....	92 00
Minneapolis & St. Louis	708 75	81.48	259 90	307 45	.....	.....	.....	68 90	577.46	10.11	272 99	307 45	68 90	580.44	1 46	578 98
Muscatine North & South	31 62	.....	28 67	69	.....	.....	.....	.....	29 36	.....	28 67	.69	.....	29 36	.....	29 36
Omaha & St. Louis	104.75	.....	143 39	.....	.....	.....	.....	.....	143.39	.34	143 39	.....	.....	143 39	.....	143 39
Willmar & Sioux Falls	482 00	.....	304 25	.....	129 16	.....	.....	.....	433.41	3 32	304 25	.....	.....	304 25	.....	304 25
Sioux City & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern	9 79	.....	8 79	.....	.....	.....	.....	.....	8 79	.....	8 79	.....	.....	8 79	3 00	5 79
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	2,962 00	.....	1,663 20	43 60	.....	214 00	.....	.....	1,920.80	37 20	1,663 20	43 60	.....	1,706 80	.....	1,706 80
Winona & Western	126.26	8 52	113 20	.....	.....	.....	.....	7.55	120.75	.....	113 20	.....	7 55	120 75	.....	120.75
NARROW GAUGE ROADS.																
Burlington & Northwestern	61.13	.26	38 73	.....	.....	.....	.....	.....	38.73	13 76	38 73	.....	.....	38.73	9 00	29 73
Burlington & Western	109 69	.....	70.70	.....	.....	.....	.....	.....	70.70	33 50	70.70	.....	.....	70.70	20 70	50 00
Totals	47,775.08	1,886 38	19,567.06	15,477 16	891 93	566 70	73.27	1,294 31	35,858.85	1,437.19	18,779 15	15,486 59	1,305 70	34,273.29	987 83	33,264 46

TABLE No. 42—MILEAGE—IOWA—CONTINTED.

RAILROADS.	MILEAGE OWNED IN IOWA.					RAILS.		MILEAGE OPERATED BY ROADS MAKING REPORT.							
								LINE REPRESENTED BY CAPITAL STOCK.							
	Single track.	Second track	Third track.	Yard track and siding.	Mileage owned (all tracks).	Miles of iron.	Miles of steel.	Main line.	Branches and spurs.	Line of proprietary companies	Line operating under lease.	Line operated under contract.	New line built during year.	Total mileage excluding trackage rights.	Line operated under trackage rights.
Ames & College	$ 1.98	....	.....	.07	2.05	.. ....	2.05	1.98	...	...		....	.....	1.98	
Atchison, Topeka & Santa Fe	19.86	.....	.....	23.40	43.26	5.91	37.35	19 86	.....	....	.....	.....	.....	19.86	
Marshalltown & Dakota	21.00	.....	.....	....	21.00	..	....	21.00				....	18 00	21.00	...
Burlington, Cedar Rapids & Northern	446.16	.....	.....	85.46	531.62	.....	531.62	229.25	204.34	527.71	..	5.68	17 64	966 98	11 39
Cedar Rapids, Garner & Northwestern	18.38	...	.....	1.00	19.38	.....	19.38	18.38						18.38	8 00
Chicago, Burlington & Quincy	839.52	117.22	.....	241.96	1,198.70	183.73	1,014.97	282.42	557.10	.....	.....	....	..	839 52	46 96
Chicago, Burlington & Kansas City	77.74	.....	.....	7.15	84.89	4.98	79.91	77.74	.....	.....	.....	....	..	77 74	39.39
Kansas City, St. Joe & Council Bluffs	57.38	.....	.....	10.50	67 88	1.13	66.75	49.63	2.17	.....	.....	...		51 80	1 57
St. Louis, Keokuk & Northwestern	51.00	.....	.....	4.82	55.82	17.60	38.61	2.99	48.01	.....	.....	.	....	51 00	45
Chicago, Ft. Madison & Des Moines	71 00	.....	.....	7.70	78.70	.....	78.70	71.00	.....	.....	.....	....	.....	71 00	....
Chicago, Iowa & Dakota	26.40	.....	.....	3.17	29.57	.....	29.57	26.40	.....	.....	..	....		26 40	
Chicago Great Western	462.23	.....	.....	94.48	556.71	3.78	552.93	371.00	91.23	.....	.....	.	....	462 23	3 12
Chicago, Milwaukee & St. Paul	1,781.49	4.74	*10.28	327.22	2,123.73	107.00	2,016 73	1,781.49	.....	.....	...	230 73		1,781.49	5.68
Chicago, Rock Island & Pacific	761.22	50.36	.....	200.10	1,011.68	.....	.....	318 11	443.11	.....	305.71	....		1,066 93	2 16
Chicago & North-Western	1,437 00	189.51	.....	376.32	2,002.83	88.24	1,914.59	353 12	1,083.88	.....	.....	.	273 88	1,437 00	3.97
Chicago, St. Paul, Minneapolis & Omaha	74.55	.....	.....	24.57	99.12	24.52	74.60	74.55	...	.....	.....	.....	.....	74 55	27.50
Sioux City & Pacific	80.47	.....	.....	25.68	106.15	24 11	82.04	80.47	.....	.....	.....	....	.	80 47	.....
Crooked Creek	17.61	.....	....	3.28	20.89	3 28	17.61	17 61	.....	.....	.....	....		17 61	...
Davenport, Rock Island & Northwestern	34.70	.....	.....	5 00	39 70	.....	39.70	34.70	.....	.....	.....	....	34.70	34 70	...
Dubuque & Sioux City	704 25	2.35	2 67	155.70	864.98	6.44	858.54	326.58	377.68	.....	.....	. ...	131.02	704 26	.
Stacyville Railroad	7 93	.....	.....	1 37	9.30	.....	9 30	7.93	.....	.....	.....	....		7 93	.....
Des Moines Union	3.70	2.00	.....	12.00	17.70	.....	17.70	3.70	.....	.....	.....	..		3 70	....
Iowa Central	415.40	.....	.....	79.52	494.92	61 76	433.16	273.23	142 17	.....	1 47	....		416 87	.....
Iowa Central & Western	37.30	.....	.....	3 44	40.74	.....	40 74	37 30	.....	.....	.....	.	37.30	37 30	..
Albia & Centerville	24 44	.....	.....	3.12	27.56	3.08	24.48	24.44	.....	.....	.....	.		24 44	.
Iowa Northern	5.93	.....	.....	.....	5.93	.....	5 93	5.93	.....	.....	.....		....	5 93	.....
Keokuk & Western	173.09	.....	.....	31 56	204.65	31.56	173.09	173 09	.....	.....	.....	2 50	....	175 59	.....
Mason City & Ft. Dodge	92 00	.....	.....	9.02	101.02	1.19	99 83	92 00	.....	.....	.....	.		92 00	.....
Minneapolis & St. Louis	146.77	.....	.....	20.54	167.31	10 60	156.71	138 05	8 72	.....	.....	...	7 26	146 77	.....
Muscatine North & South	28.67	.....	.....	2.95	31.62	.....	31.62	28.67	69	.....	.....	.		29.36	.....
Omaha & St. Louis	65 72	.....	.....	12 43	78 15	12.43	65 72	65 72	.....	.....	.....	.		65 72	34
Willmar & Sioux Falls	76.70	.....	.....	8.83	85.53	8.83	76.70	76 70	.....	.....	.....	.		76.70	2 56
Sioux City & Northern	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.			
Tabor & Northern	8.79	.....	.....	1 00	9 79	4 00	5 79	8 79	.....	.....	.....	...	...	8 79	.....
Union Pacific	2 46	1 63	.....	28 80	32 89	.....	.....	2 46	.....	.....	.....	.	....	2.46	2 11
Wabash	140 10	.....	.....	12 50	152 60	.....	152 60	140 10	.....	.....	.....	....	53.40	140.10	.60
Winona & Western	23 50	.....	.....	2 61	26 11	.....	26 11	23 50	.....	.....	.....	..		23 50	
NARROW GAUGE ROADS.															
Burlington & Northwestern	38.73	.....	.....	8 63	47 36	14 53	32.83	38 73	.....	.....	.....		....	38.73	13 76
Burlington & Western	70 70	.....	.....	5 40	76.10	25 70	50 50	70 70	.....	.....	.....	.	..	70 70	33.50
Total	88 345 88	367 81	12 95	1 841 30	10 567.94	644 40	8.858 46	5, 769.32	2,959.10	527.71	307 18	8 18	803 93	9, 171 49	202 16

*Connecting tracks,

TABLE No. 43—

RAILROADS.	GENERAL OFFICERS.			OTHER OFFICERS.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College	....	.....	.....	....	.....	.....
Atchison, Topeka & Santa Fe	....	.....	.....	1	$ 2,100.00	$ 5.83
Boone Valley	....	.....	.....	....	.....	.....
Burlington, Cedar Rapids & Northern	11	$ 40,110 13	$ 9.99	7	16,650.00	7.62
Cedar Rapids, Garner & Northwestern	5	3,137.80	1.75	....	.....	.....
Chicago, Burlington & Quincy	18	80,725.00	12.29	....	.....	.....
Chicago, Burlington & Kansas City	....	.....	.....	....	.....	.....
Kansas City, St. Joe & Council Bluffs	....	.....	.....	....	.....	.....
St. Louis, Keokuk & Northwestern	....	.....	.....	....	.....	.....
Chicago, Ft. Madison & Des Moines	3	4,712.50	4.30	2	1,785.00	2.45
Chicago, Iowa & Dakota	2	1,565.00	2.14	....	.....	.....
Chicago, Great Western	....	.....	.....	2	6,199.80	8.49
Chicago, Milwaukee & St. Paul	9	71,740.07	22.75	16	61,207.36	10.23
Chicago, Rock Island & Pacific	....	.....	.....	5	18,000.00	11.50
Chicago & North-Western	....	.....	.....	3	10,046.64	10.70
Chicago, St. Paul, Minneapolis & Omaha	....	.....	.....	....	.....	.....
Sioux City & Pacific	1	50.00	16	2	540.00	.86
Crooked Creek	3	3,080.00	3.29	....	.....	.....
Des Moines Northern & Western	....	.....	.....	....	.....	.....
Dubuque & Sioux City	10	25,199.92	8.68	....	.....	.....
Stacyville Railroad	....	.....	.....	....	.....	.....
Des Moines Union	2	3,200.00	4.38	....	.....	.....
Iowa Central	13	34,359.78	7.40	....	.....	.....
Albia & Centerville	....	.....	.....	....	.....	.....
Iowa Northern	1	720.00	2.40	....	.....	.....
Keokuk & Western	3	10,727.09	9.82	7	11,950.00	4.72
Mason City & Ft. Dodge	7	5,991 21	4.69	....	.....	.....
Minneapolis & St. Louis	7	7,225.00	10.65	15	6,307.85	7.01
Muscatine North & South	5	.....	7.65	....	.....	.....
Omaha & St. Louis	....	.....	.....	....	.....	.....
Willmar & Sioux Falls	....	.....	.....	2	1,458.40	6 53
Tabor & Northern	1	1,500.00	4.79	1	900.00	2.87
Union Pacific	....	.....	.....	....	.....	.....
Wabash	1	3,414 34	14 35	....	.....	.....
Winona & Western	4	994.50	3.56	3	655.20	3.07
NARROW GAUGE ROADS.						
Burlington & Northwestern	3	2,288.42	4.88	2	863.42	2.77
Burlington & Western	3	2,616.58	5.56	2	1,117.88	3 57
Total	112	$ 303,357.34	.....	70	$ 139,786.55	.....

EMPLOYES AND SALARIES—IOWA.

GENERAL OFFICE CLERKS			STATION AGENTS.			OTHER STATION MEN.			ENGINEMEN.		
Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
...	.....	.....	.....	.....	.....	.....	.....	.....	1	$ 544 80	$ 1.49
....	.....	....	3	$ 2,589.00	$ 2.40	13	$ 6,540.00	$ 1.50	49	61,789.68	3.72
....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
141	$ 100,503.35	.....	155	93,413.00	1.86	196	86,422.96	1.41	108	137,746.80	3.80
1	480.00	$ 1.31	5	1,992.00	.55	2	280.20	.38	1	1,173.75	3.21
46	42,937.50	2.98	128	80,040.00	1 71	374	150,474.00	1.29	176	219,007.54	3.41
...	.....	.....	13	6,408.00	1.35	4	469.80	.38	12	15,157.56	3.40
.. ..	.	.... .	8	3,450.00	1.18	1	180.00	.58	2	1,443.00	2.75
...	.... .	. .	7	2,700.00	1 06	16	4,296 00	.85	2	1,657.20	2.68
2	1,069.03	1.46	10	5,400.00	1.48	2	845.00	1.16	2	2,422 18	3.46
2	525.00	.72	6	2,745.25	1 25	..	... ...	.....	1	851.20	2.33
.. ..	.....	.... .	86	63,901.42	2 06	117	59,340.00	1.40	113	150,544.26	3.65
94	69,538.33	2.36	291	158,456.75	1.74	816	391,703.93	1.53	385	395,025.06	3.48
.. ..	.. ..	.. .	169	99,103 20	1.89	213	100,068 48	1.54	153	208,921 98	4.52
18	21,094.29	3 55	200	117,941 26	1.93	355	168,316.86	1.52	444	488,284.15	3.61
.. ..	.		12	9,180.00	2 44	47	25,792.76	1.75	18	23,881.88	4.24
	....	.....	13	9,770.00	2 40	62	31,791.51	1.81	13	23,252.32	4.37
.. ..	..... .	.	2	891.15	1.43	.....	... .		1	918.37	2.55
.. ..	. ..	. .	.. ..	. ....	.	.....	..				
27	17,336 95	2.01	117	64,985.06	1.69	160	57,341.08	1.26	139	145,255.16	3.41
.. ..	.. ..	.....	2	960.00	1.32	..	.....		.....	.	
4	1,798.00	1.23	..	...	.	30	16,721.24	1 64	3	2,488 24	2.45
87	57,003.60	1.78	71	35,688 56	1.40	53	15,978.05	1 15	71	79,848.92	3.75
.. ..	. .	. .	2	1,250.00	1.71	2	158.13	.22	....	. .	.....
1	150.00	2.00	.... ..	... .	.....	..	.....	....	1	1,020.00	3.40
28	11,355.21	1.39	28	14,407.32	1.42	36	10,856.52	1 38	16	19,200.17	3 22
4	2,418.00	1.74	12	6,335.70	1.45	1	470.16	.66	3	3,863.20	3 61
34	3,868 80	1.83	20	11,160.00	1.67	8	2,333.64	.82	17	17,800.07	3.54
1	... .	1 85	5	. .....	1.90	3	... .	1.14	3	.....	
.. ..	... .	.....	10	5,952.14	1.65	5	2,191.94	2.26	7	7,823.99	3.54
6	1,563.37	2.33	12	2,436.92	1.82	22	2,688.11	1.46	7	2,680 61	3 99
.. ..	.....	...	1	480.00	1.53	.....	..		1	780.00	2.49
.. ..	.....	.	.... ..	. .	.	...	.....		....	....	
7	5,271.83	2.50	8	4,495.09	1.93	19	9,553.26	1.61	10	12,558 33	4 04
2	164.93	1.68	3	1,651.15	1.51	1	316 21	1 30	6	1,247.49	3 61
8	1,688.11	1.35	8	3,513.31	1.40	3	1,133.09	1.21	2	2,476.70	3.96
8	1,816.29	1.45	14	5,499.40	1.26	3	1,400.75	1.49	5	5,390.05	3 44
521	$ 340,582.59	.....	1,421	$ 816,795.68	.	2,564	$ 1,147,723.68	....	1,772	$ 2,035,054.66	....

TABLE NO. 44—EMPLOYES

RAILROADS.	FIREMAN.			CONDUCTORS.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College				1	$ 570.60	$ 1.56
Atchison, Topeka & Santa Fe	58	$ 46,615.56	$ 2.81	20	24,194.04	3.63
Boone Valley						
Burlington, Cedar Rapids & Northern	114	81,485.00	2.30	78	82,330.99	3.51
Cedar Rapids, Garner & North-Western	1	704.25	1.93	1	939.00	2.57
Chicago, Burlington & Quincy	182	127,173 59	1.91	124	140,561.73	3.11
Chicago, Burlington & Kansas City	12	8,594.16	1.89	11	12,365.64	3.21
Kansas City, St. Joe & Council Bluffs	2	775.44	1.50			
St. Louis, Keokuk & North-Western	2	928.92	1.40	2	1,678 92	2.49
Chicago, Ft. Madison & Des Moines	2	1,614.50	2.31	2	1,947.91	2.81
Chicago Iowa & Dakota	1	511.79	1.40	1	724.64	2.03
Chicago Great Western	113	90,739.00	2.20	64	67,744.00	2.90
Chicago, Milwaukee & St. Paul	385	261,531.10	2.30	259	269,874.67	3.33
Chicago, Rock Island & Pacific	153	132,098.96	2.85	122	134,496.92	3.67
Chicago & North-Western	517	338,824.66	2.20	338	316,379.56	3.23
Chicago, St. Paul, Minneapolis & Omaha	18	14,565.91	2 59	11	11,328.87	3.29
Sioux City & Pacific	13	13,818.88	2 60	6	7,828.09	4.17
Crooked Creek	1	540.00	1.73	1	540.00	1.73
Des Moines Northern & Western						
Dubuque & Sioux City	133	87,099.69	2.04	84	88,638.75	3.46
Staceyville Railroad						
Des Moines Union	3	1,616.00	1.59			
Iowa Central	72	43,406.05	2 04	47	46,530.94	2.93
Albia & Centerville						
Iowa Northern	1	666.00	2.22	1	720.00	2.40
Keokuk & Western	18	11,361.85	1.82	13	12,843.42	3.12
Mason City & Ft. Dodge	3	2,514.68	2 36	3	2,800 32	2 61
Minneapolis & St. Louis	18	10,912.43	2.12	11	10,735.83	3.16
Muscatine North & South	3			2		
Omaha & St. Louis	8	5,303 07	2.09	5	4,972 84	3.04
Willmar & Sioux Falls	7	1,563.37	3.21	8	1,799.57	3 20
Sioux City & Northern						
Tabor & Northern	1	480.00	1.53	1	480.00	1.53
Union Pacific						
Wabash	10	7,204 24	2 32	8	9,589.25	3.77
Winona & Western	6	672.17	2.00	4	811.48	3.16
NARROW GAUGE ROADS.						
Burlington & Northwestern	2	1,818.85	2 91	2	1,239.58	1 98
Burlington & Western	5	3,898.70	2.49	5	3,951.10	2.59
Total	1,864	$ 1,299,038 82		1,235	$ 1,258,624.66	

AND SALARIES—IOWA—CONTINUED.

OTHER TRAIN MEN.			MACHINISTS.			CARPENTERS.			OTHER SHOPMEN.		
Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation	Average daily compensation	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
32	$ 21,194 16	$ 2.06	38	$ 28,818 00	$ 2.61	30	$ 17,823 60	$ 2.09	274	$ 124,512.60	$ 1.59
168	104,111.94	1.94	119	83,100.00	2.45	181	109,158.35	2 07	370	168,444 75	1 53
2	1,552.00	2.12							1	540.00	1 48
295	190,507.79	1 77	172	135,747 66	2.52	350	230,764 92	2 11	927	478,667.72	1 65
22	14,450.04	1.83							1	600.00	1 92
						1	696.00	2.00	21	10,408 56	1.56
3	2,441 40	2.11	4	2,933.52	2.41	1	977 16	2.20	8	5,197 08	2.01
3	2,119.65	1.94	2	1,011.75	2 09	1	784 03	1.96	5	2,270 62	1.48
2	1,021.54	1.39	1	847 50	3.32				1	367 50	1.01
156	85,310 00	1.50	40	34,141.46	2 35	108	74,998 00	1 90	171	155,581.26	2 50
521	321,234 05	1 97	91	66,404 75	2.40	205	108,936 67	1 88	553	293,586 13	1 80
217	149 362.60	2 30	32	24,135.04	2.61	147	92,584 88	2 05	459	211,252.54	1 56
688	401,054.41	2.04	194	131,779.85	2 14	379	256,199 54	2 21	721	374,138 83	1 54
25	16,324 42	2.09	66	42,245.63	2 05	49	28 416.90	1.85	7	8,000 50	3 65
15	10,715.57	2.45	97	57,859 91	1.96	98	54,750 66	1.70	222	110,949 53	1.72
			1	560 00	1 80				1	420 00	1 35
175	121,039 20	2.14	128	60 099 88	1 62	111	78,779 05	2 31	249	89,285 38	1 61
			21	10,072.25	2 55	10	4,124 62	2 18	30	10,402 16	1.29
101	55,793.79	1.92	115	40,548 70	1 96	81	45,663 30	2.05	150	71,087.77	1 53
						8	1,008 60	2.05			
2	1,080 00	1.80							1	315 00	1.13
21	13,073 67	1.78	25	11,269 15	1 80	10	7,316.12	2.28	101	40,785 25	1 49
4	2,719.57	1.87	2	2,238 10	2 91	4	4,031 10	2.03	19	9,856 99	1 53
20	14,403.16	2.04	6	4,557 72	2 37	11	6,798 00	2 37	3	1,826 40	1.70
3			1		2 50						
8	5,212 50	1.90				13	8,274 72	1 93	6	3,115 58	1.41
20	2,185 73	2.03	3	753 57	2.82	8	1,488.39	2 40	36	4,330 21	1.81
13	9,078 54	2 24	11	7,176 42	1.95	6	4,578.73	2 28	25	13,747 07	1.76
7	719 92	1 60	2	290 77	2 41	12	858 79	2 08	10	1,050 10	1 64
2	990 92	1.58	5	4,289 20	2 74	5	3,385 85	2 16	15	8,769.20	1 87
8	4,905 65	1 56				5	3,431.00	2.13			
2,533	$ 1,553,202 21		1,179	$ 750,880 85		1,824	$ 1,145,828 98		4,387	$ 2,199,508.72	

TABLE No. 45—

RAILROADS.	SECTION FOREMEN.			OTHER TRACKMEN.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation
Ames & College	1	$ 468 25	$ 1.28			
Atchison, Topeka & Santa Fe	4	2,280.00	1.58	41	$ 13,367.28	$ 1.30
Boone Valley						
Burlington, Cedar Rapids & Northern	165	90,233.65	1.50	635	285,497.00	1.44
Cedar Rapids, Garner & Northwestern	3	1,620.00	1.47	9	3,529.20	1.25
Chicago, Burlington & Quincy	176	90,896.38	1.41	1,133	379,355.52	1.07
Chicago, Burlington & Kansas City	14	6,720.00	1.31	57	19,551.00	1.10
Kansas City, St. Joe & Council Bluffs	12	6,204.00	1.42	73	28,185.72	1.23
St. Louis, Keokuk & Northwestern	9	4,380.00	1.33	34	12,002.88	1.13
Chicago, Ft. Madison & Des Moines	10	5,520.00	1.51	34	13,194.20	1.25
Chicago, Iowa & Dakota	3	1,350.00	1 23	10	3,923.30	1.22
Chicago Great Western	79	44,411.38	1.55	533	245,126.70	1.26
Chicago, Milwaukee & St. Paul	280	151,666.71	1.73	948	365,885.67	1.23
Chicago, Rock Island & Pacific	192	110,790 00	1.84	1,206	412,578 06	1.27
Chicago & North-Western	290	144,258.95	1.79	1,889	483,074.01	1.31
Chicago, St. Paul, Minneapolis & Omaha	13	7,155.00	1.76	68	31,824.47	1.50
Sioux City & Pacific	14	7,200 00	1.64	59	16,556.70	1 29
Crooked Creek	2	1,020.00	1 63	4	1,409 01	1 25
Davenport, Rock Island & Northwestern						
Dubuque & Sioux City	128	57,634 15	1 64	974	310,348.45	1.36
Stacyville Railroad	1	480.00	1.53	3	698.45	1 20
Des Moines Union	2	1,380 00	1.89	21	10,762 00	1.29
Iowa Central	58	32,763.10	1.47	363	82,012 72	1.25
Albia & Centerville	4	2,115.00	1.48	17	4,536.95	1 25
Iowa Northern	1	600.00	2 00	7	3,036.94	1.50
Keokuk & Western	38	18,880.80	1 57	190	39,591 96	1 30
Mason City & Ft. Dodge	14	7,138 83	1.40	70	16,029 85	1.44
Minneapolis & St. Louis	27	13,560.00	1.49	60	11,848.44	1 25
Muscatine North & South	3		1 47	18		1 25
Omaha & St Louis	12	6,166.20	1.43	38	13,191.59	1.10
Willmar & Sioux Falls	13	1,953 28	1.46	73	6,118 53	1.28
Tabor & Northern	1	480 00	1 53	4	1,360.00	1.25
Wabash	7	3,703 50	1.79	27	10,174.37	1.20
Winona & Western	3	1,409 23	1.49	8	1,804 49	1.25
NARROW GAUGE ROADS.						
Burlington & Northwestern	8	4,545 40	1.82	22	9,327.80	1 35
Burlington & Western	13	6,601.40	1.64	36	15,064 95	1 34
Total	1,600	$ 835,645.21		8,664	$ 2,850,968.21	

EMPLOYES SALARIES IOWA—CONTINUED.

SWITCHMEN, FLAGMEN AND WORKMEN.			TELEGRAPH OPERATORS.			EMPLOYES ACCOUNT, FLOATING EMPLOYMENT.			ALL OTHER EMPLOYES AND LABORERS.		
Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
									1	$ 240 00	$ 65
13	$ 9,193.08	$ 2.88	6	$ 2,876.04	$ 1.60				53	22,930.92	1.91
61	47,890 95	2 48	71	39,975 00	1.75	17	$ 18,815.55	$ 3.10	251	155,583 28	
178	123,275 05	1.90	116	76,400 60	1.80				491	248,389 83	1 62
1	660.00	2 11	3	1,993.80	1.82				8	5,392 44	2 15
2	1,200 00	1 64	3	1,099.92	1.00				9	5,528 28	1 96
3	2,416 08	2 57	1	570 00	1.56				4	2,425 80	1.94
			1	600 00	1.64				3	1,422.11	1 01
47	42,796.25	2.50	54	36,463 50	1.85				244	179,892 04	2 02
401	247,814 85	1 98	269	176,047.98	2.09				1,718	1,207,549.54	2 13
143	92,094.00	2.06	78	53,370.00	2.29				177	115,627 32	2 09
264	197,382.30	2 23	270	157,169 14	1.90				1,640	720,601 57	1 85
18	13,509.10	2.40	12	7,792 69	2.07				59	32,388.76	1 75
25	21,186 91	2 26	8	3,801.00	1.52				8	2,507.53	80
									2	290.16	1.50
89	55,350 79	1 92	73	47,177 52	1.76				402	224,436 67	1.73
29	14,884.12	1 75	2	900.00	1.64				29	9,784 14	1.52
44	20,375 65	2 01	39	20,620.81	1 57				186	97,338 90	1 83
			1	420.00	1.15				1	419.65	1 15
15	5,515.51	1 86	24	7,553.37	1 24				9	3,022 36	1.85
			2	991 33	1.81				4	1,806 55	1.53
5	3,047.16	2 04	10	3,323.16	1 16				27	13,707.00	1.68
3		1.29	1		2 00				1		2 50
2	1,223 84	1.90	4	2,560.45	1 88				13	6,183.49	1.42
12	1,769 58	1.69	2	352.42	1.58				40	4,348 96	1.86
11	7,245 32	2 09	5	3,496 68	2 12				13	9,058 91	2.23
			1	194 94	2.74	2	883.29	1 59	2	345 70	1 80
2	1,573.95	2 51	2	908.35	1 45				12	6,882.60	1 83
1	549.00	1 75	1	1,030 30	3.29				13	7,078 55	1 74
1,369	$ 910,953.49		1,059	$ 647,689 00		19	$ 19,698 84		5,420	$ 3,085,183.06	

TABLE No. 46—EMPLOYES AND SALARIES—

RAILROADS.	TOTAL, INCLUDING GENERAL OFFICES.			TOTAL, EXCLUDING GENERAL OFFICERS.		
	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
Ames & College	4	$ 1,823.65				
Atchison, Topeka & Santa Fe	635	386,823.96	2.12	635	$ 386,823.96	2.12
Marshalltown & Dakota						
Burlington, Cedar Rapids & Northern	2,848	1,741,472.70	1.95	2,837	1,701,362.57	1.91
Cedar Rapids, Garner & Northwestern	31	15,948.20				
Chicago, Burlington & Quincy	4,886	2,794,924.83	1.74	4,868	2,714,199.83	1.70
Chicago, Burlington & Kansas City	158	92,362.44	1.71	158	92,362.44	1.71
Kansas City, St. Joe & Council Bluffs	134	59,170.92	1.37	134	59,170.92	1.37
St Louis, Keokuk & Northwestern	96	44,604.96	1.42	96	44,604.96	1.42
Chicago, Fort Madison & Des Moines	84	46,718.48	1.67	81	42,095.98	1.56
Chicago, Iowa & Dakota	30	14,432.72	1.38	28	12,867.72	1.33
Chicago Great Western	1,927	1,337,189.07	1.90	1,927	1,337,189.07	1.90
Chicago, Milwaukee & St. Paul	7,214	4,618,263.62	2.04	7,235	4,546,523.55	2.01
Chicago, Rock Island & Pacific	3,466	1,954,483.98	1.93	3,466	1,954,483.98	1.93
Chicago & North-Western	8,210	4,327,146.03	1.97	8,210	4,327,146.03	
Chicago, St. Paul Minneapolis & Omaha	423	272,406.89	2.06	423	272,406.89	2.06
Sioux City & Pacific	656	372,578.61	1.88	655	372,528.61	1.89
Crooked Creek	18	9,608.69	1.89	15	6,588.69	1.58
Davenport, Rock Island & Northwestern	73	22,799.99		70	19,550.01	
Dubuque & Sioux City	2,999	1,530,607.70	1.82	2,989	1,504,807.78	1.80
Stacyville Railroad	6	2,138.45	1.32	6	2,138.45	1.32
Des Moines Union	186	88,132.77	1.66	184	84,932.77	1.62
Iowa Central	1,551	779,020.64	1.87	1,538	744,660.86	1.81
Albia & Centerville	35	9,908.33	1.28	35	9,908.33	1.28
Iowa Northern	16	8,304.94	18.85	15	7,437.94	
Keokuk & Western	582	249,709.77	1.73	579	238,482.68	1.67
Mason City & Fort Dodge	152	69,211.59	1.75	145	63,220.38	1.65
Minneapolis & St. Louis	299	143,414.66	2.03	292	136,189.66	1.94
Muscatine North & South	52			47		
Omaha & St. Louis	131	72,172.35	1.65	131	72,172.35	1.65
Willmar & Sioux Falls	271	37,491.02	1.87	271	37,491.02	1.87
Sioux City & Northern						
Tabor & Northern	11	6,460.00		9	4,060.00	
Wabash	181	120,345.88	2.13	180	116,931.54	2.08
Winona & Western	76	14,070.36	1.83	72	13,075.86	1.76
NARROW GAUGE ROADS.						
Burlington & Northwestern	103	55,699.75	1.84	100	53,411.33	1.80
Burlington & Western	122	64,411.60	1.78	119	61,795.02	1.73
Total	37,696	$ 21,363,319.55		37,550	$ 21,041,031.20	

IOWA CONTINUED AND ENTIRE LINE.

DISTRIBUTION.				ENTIRE LINE.					
				TOTAL, ENCLUDING GENERAL OFFICERS.			TOTAL, EXCLUDING GENERAL OFFICERS.		
General administration.	Maintenance of way and structure.	Maintenance of equipment.	Conducting transportation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
.....	.....	.....	.....	4	$ 1,823 65		4	$ 1,823 65	.....
$ 8,623.32	$ 27,041.28	$ 171,154.20	$ 180,005.16	19,515	10,444,167.00	2.03	19,459	10,056,727.68	1.97
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
90,094.28	538,694.37	526,356.55	586,347.50	3,133	1,888,020.00	1.92	3,122	1,847,909.87	1.89
.....	.....	.....	.....	31	15,948.20	.....	31	15,948.20	.....
123,662.50	783,813.43	697,211.99	1,190,236 91	25,110	15,657,752.81	1.89	24,961	15,038,193.81	1.83
.....	2,622.15	61,447.14	.....	361	185,301.58	1.56	360	181,051.50	1.53
.....	36,232.48	12,947.32	9,491 12	1,843	1,127,453 20	1.82	1,834	1,095,959.00	1.77
.....	17,595.78	9,714.21	17,294.97	1,671	942,214.91	1.66	1,663	919,588.20	1.63
7,566.53	20,136.31	4,066.40	14,949.24	84	46,718.48	1.67	81	42,005.98	1.56
1,565.00	5,273.30	1,215.00	6,397.42	30	14,450.72	1.38	28	12,885.72	1.33
6,199.80	354,299.21	297,101.29	679,588.77	3,799	2,722,971.55	1.96	3,787	2,656,651.15	1.92
202,485.76	1,152 673.68	721,195.84	2,541,908.34	24,317	15,502,731.20	2.04	24,288	15,201,911.91	2.01
18,600.00	724,743.29	188,607.59	1,022,473.10	12,988	7,850,561.72	2.04	12,966	7,706,261 84	2.00
....	1 548 533 59	290,514.70	2,488,097.74	30,041	16,972,041.70	2.02	30,020	16,798,258.50	2.00
.....	.....	.....	.....	5,564	3,948,124.78	2.10	5,936	3,802,346.68	2.04
50.00	30,331.74	183,958.85	158,238.02	722	400,571.30	1 87	706	395,807.04	1 87
3,080.00	2,429.01	560.00	3,599.68	18	9,664.69	1.89	15	6,588.69	1.58
....	.....	.....	.....	73	22,799.99	.....	70	19,550.03	.....
10,500.00	547,224.00	164,623.38	807,630.32	3,158	1,681,452.89	1.88	3.138	1,613,705 47	1.82
.....	1,785.45	..	960.00	6	2,138.45	1 32	6	2,138.45	1.32
4,998.00	15,175.20	10,976.00	56,983.57	186	88,112.77	1 66	184	84,912.77	1 62
91,363.38	153,100 49	216,314 00	318,242 77	1,901	942,597.12	1.87	1,888	905,237.34	1.81
.....	8,080 20	.....	1,828.13	35	9,908.33	1 28	35	9,908 33	1.28
870.00	3,801.00	.....	3,632 94	16	8,303.94	.....	15	7,433 94	.....
34,032.30	62,130 82	55,712.46	97,834.19	769	313,265 83	1 72	766	302,538.74	1.67
8,570.01	25,742.64	15,172.23	19,726.21	152	69,211.59	1.75	145	63,220.35	1 65
2,317.80	41,105.04	13,610 77	76,381.05	1,708	898,370 02	1.98	1,701	855,870.02	1.90
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	25,223.00	11,708.58	35,240 77	358	206,889.86	1.70	352	200,562 86	1 69
3,021.77	9,560 20	5,083.78	19,825.27	1,536	263,986.35	1.77	1,519	260,388 01	1.81
.....	.....	.....	.....	232	103,677 88	2 79	219	70,491 65	1 93
2,400.00	2,220 00	.....	1,840.00	11	6,460 00	.....	9	4,060.00	.....
8,220 04	19,359.09	25,578 67	67,188 08	9,028	6,017,293.90	2.13	8,990	5,846,577.15	2.08
1,159.43	4,855.01	2,442.56	5,613.36	173	79,577.05	1.77	169	74,477 05	1.70
4,844 95	20,755.80	16,444.25	13 654.75	103	55,699.75	1.84	100	53,411.33	1.80
5,550 75	32,235.90	....	26.624.95	122	64,411 60	1.78	119	61,795 02	1.73
$ 649.775 62	$6.216.773.46	$3,703 777.76	$10.452.344.33	149 198	$88,565,298.51	.....	148.686	$86.276.307 96	.....

TABLE No. 47.—BRIDGES, TRESTLES, HIGHWAY, RAILWAY AND FARM CROSSINGS, CATTLE GUARDS.

RAILROADS.	BRIDGES.										TRESTLES.		HIGHWAY CROSSINGS.					FARM CROSSINGS.			Number of cattle guards.	OVERHEAD RAILWAY CROSSINGS.		
	STONE.		STEEL OR IRON.		WOODEN.		COMBINATION.		Total Number.	Total aggregate length.	Number.	Aggregate length.	OVERHEAD.			At grade.	Below grade.	At grade.	Overhead.	Below grade.		Bridges.	Conduits.	Trestles.
	Number	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.	Number.	Aggregate length.					Bridges.	Conduits	Trestles.									
Ames & College	..	.....	.....	.....	.....	.....	..	.....	...	.....	...	.....	..	..	..	.....	..	.....	..	.....	3	...	....	....
Atchison, Topeka & Santa Fe	..	.....	8	1,903	1	32	..	.....	9	1,935	11	1,378	1	..	..	13	2	12	..	6	17	1	....	....
Marshalltown & Dakota	..	.....	.....	.....	.....	.....	..	.....	...	.....	19	1,070	..	..	..	22	...	19	..	7	49	...	....	....
Burlington, Cedar Rapids & Northern	..	.....	186	14,612	60	1,096	21	4,968	267	20,676	503	40,955	3	..	5	1,186	17	1,392	2	131	1,675	3	....	3
Cedar Rapids, Garner & Northwestern	..	.....	.....	.....	11	244	..	.....	11	244	...	.....	..	..	..	18	...	24	..	.....	.....	...	....	....
Chicago, Burlington & Quincy	..	.....	190	21,362	835	82,274	1	170	1,026	103,806	....	.....	4	..	29	906	54	1,128	1	78	1,620	1	....	7
Chicago, Burlington & Kansas City	..	.....	.....	.....	8	1,629	..	.....	8	1,629	139	7,679	..	..	..	61	1	114	..	11	138	...	....	....
Kansas City, St. Joe & C. B	..	.....	1	30	2	135	..	.....	3	165	81	3,874	..	..	..	53	..	62	..	.....	94	...	....	....
St. Louis, Keokuk & Northwestern	..	.....	1	8,066	2	593	..	.....	3	1,399	50	3,778	..	..	1	43	9	28	..	.....	86	...	....	....
Chicago, Ft. Madison & Des Moines	..	.....	.....	.....	1	2,400	..	.....	1	2,400	51	7,497	..	..	1	103	...	.....	..	.....	.....	...	....	2
Chicago, Iowa & Dakota	..	.....	4	275	15	638	1	154	20	1,067	...	.....	..	..	..	.....	..	.....	..	.....	.....	...	....	....
Chicago Great Western	..	.....	28	4,707	1	300	..	.....	29	5,007	584	56,555	1	..	11	.....	..	538	..	10	852	...	....	1
Chicago, Milwaukee & St. Paul	..	.....	174	18,540	62	7,029	..	.....	236	25,569	*2,297	1,636	1	..	41	.....	..	.....	..	.....	.....	3	....	10
Chicago, Rock Island & Pacific	..	.....	238	24,979	42	2,786	10	2,224	290	29,984	956	60,529	11	..	20	1,292	48	1,454	4	154	1,783	4	....	4
Chicago & Northwestern	..	.....	288	16,461	92	3,836	14	2,378	394	22,675	2,256	140,401	12	..	3	1,328	49	1,552	..	156	2,239	8	....	3
Chicago, St. Paul, Minneapolis & O	..	.....	1	180	1	60	..	...	2	240	101	7,674	1	..	..	103	1	77	..	4	139	...	.	...
Sioux City & Pacific	..	.....	.....	.....	..	...	3	420	3	420	57	4,679	..	..	..	109	...	81	..	...	153	.	.	....
Crooked Creek	..	.....	.....	.....	4	850	.	...	4	850	13	630	..	..	..	18	...	25	..	...	20	...	....	....
Davenport, Rock Island & Northw'n	..	.....	.....	.....	...	.....	..	.....	...	.....	...	.....	..	..	..	.....	..	.....	..	.....	.....	...	....	....
Dubuque & Sioux City	53	10,351	.....	....	1	330	..	.....	54	10,681	976	80,802	2	..	12	979	5	.....	..	.....	1,180	3	..	1
Stacyville R. R	..	.....	.....	...	...	.....	..	.....	...	.....	7	335	..	..	..	10	..	.....	..	.....	11	...	....	....
Des Moines Union	..	.....	1	407	...	.....	..	.....	1	407	2	220	1	..	..	20	..	.....	..	.....	.....	...	....	....
Iowa Central	..	.....	2	5,16	3	788	..	.....	23	5,951	572	48,145	..	..	3	400	9	.....	..	.....	820	...	....	....
Albia & Centerville	..	.....	.....	....	...	...	1	100	1	100	15	2,321	..	..	..	30	1	...	..	.....	.....	....	..	..
Iowa Northern	..	.....	.....	.....	...	.....	..	.....	...	.....	5	13	..	..	..	3	..	2	..	.....	.....	1	....	....
Keokuk & Western	..	.....	1	954	2	268	1	375	4	1,597	367	.....	3	..	..	230	3	303	..	6	379	..	....	....
Mason City & Ft. Dodge	..	.....	1	120	2	405	..	.....	3	525	97	7,990	..	..	..	135	..	154	..	10	178	..	..	....
Minneapolis & St. Louis	..	.....	3	222	1	164	2	359	6	745	103	9,924	1	..	..	.....	..	.....	..	.....	.....	3	....	....
Muscatine North & South	..	.....	1	900	...	.....	..	.....	1	900	28	5,67	..	..	..	36	...	30	..	..	.....	...	....	....
Omaha & St. Louis	..	.....	1	165	10	1,193	..	.....	11	1,358	282	26,897	..	..	2	71	...	.....	..	.....	108	...	....	1
Willmar & Sioux Falls	..	.....	1	36	1	100	..	.....	2	136	119	19,136	..	..	..	.....	...	.....	..	.....	.....	...	..	....
Sioux City & Northern	..	.....	1	36	1	100	..	....	2	136	119	19,136	2	..	..	113	...	80	2	..	76	...	....	....
Tabor & Northern	..	.....	1	128	12	1,056	..	....	13	1,184	.....	.....	1	..	..	5	...	5	..	2	20	.	.	....
Union Pacific	..	.....	.....	.....	...	.....	..	.....	...	.....	...	.....	..	..	..	.....	...	.....	..	.....	.....	...	....	....
Wabash	..	.....	1	637	13	1,679	..	.....	14	2,316	262	21,649	..	..	1	154	8	165	..	1	291	2	....	....
Winona & Western	..	.....	.....	.....	1	76	..	.....	1	76	.....	.....	..	..	..	24	..	.....	..	.....	48	..	..	....
NARROW GAUGE ROADS.																								
Burlington & Northwestern	..	.....	1	124	....	.....	..	.....	1	124	16	1,804	..	..	..	.....	...	.....	..	.....	.....	..	....	....
Burlington & Western	..	.....	4	614	...	....	..	.....	4	614	47	6,414	..	..	..	100	...	154	..	.....	202	...	....	....
Total	53	10,351	1,156	113,361	1,184	110,055	54	11,148	2,447	244,916	10,135	588,288	44	..	129	7,565	207	7,399	9	576	12,190	20	....	32

*This includes one pontoon bridge 400 feet long.

TABLE No. 48—STATIONS—RENEWALS OF RAILS AND TIES.

RAILROADS.	STATIONS. ON ROAD OWNED. Entire line.	STATIONS. ON ROAD OWNED. Iowa.	STATIONS. ON ROAD OPERATED. Entire line.	STATIONS. ON ROAD OPERATED. Iowa.	Number of telegraph stations in Iowa.	NEW RAILS LAID DURING YEAR IN IOWA. IRON. Tons.	IRON. Weight per yard—lbs.	IRON. Av. price per ton at distributing point.	STEEL. Tons.	STEEL. Weight per yard—lbs.	STEEL. Av. price per ton at distributing point.	NEW TIES LAID DURING YEAR IN IOWA. Number.	Average price at distributing point.
Ames & College													
Atchison, Topeka & Santa Fe	835	3	835	3	3				86.3	75	33.00	5,811	
Marshalltown & Dakota	4	4	4	4	4								
Burlington, Cedar Rapids & Northern	79	76	186	162	152				4.730.55	80	30.93	330,046	
Cedar Rapids, Garner & Northwestern													
Chicago, Burlington & Quincy	975	155	975	155	144				6,579 03	75		430,545	
Chicago, Burlington & Kansas City	34	16	38	20	16							20,276	
Kansas City, St. Joe & Council Bluffs	15	10	55	10	7				1,273,217.00	75	20.00	162,221	
St. Louis, Keokuk & Northwestern	44	14	46	14	8							12,423	$38 88
Chicago, Ft. Madison & Des Moines	19	19	19	19	10								
Chicago, Iowa & Dakota	6	6	6	6	5								
Chicago Great Western	174	84	195	86					1,503.89	75	33.00	125,610	
Chicago, Milwaukee & St. Paul	983	288	983	288	241				62,624 00	75	25.35	1,827,838	42.41
Chicago, Rock Island & Pacific	423	122	476	169	150				1,125.14	80	25.48	269,560	
Chicago & North-Western	876	236	884	236	228				8,467.15		25.76	373,588	42.00
Chicago, St. Paul, Minneapolis & Omaha	257	15	306	20	17							25,392	55.00
Sioux City & Pacific	16	12	16	12	12				1.32	72	32.16	19,012	59.00
Crooked Creek	5	5	5	5								6,919	62.00
Davenport, Rock Island & Northwestern													
Dubuque & Sioux City	119	111	119	111	111				8,087.50		33.00	180,457	35.00
Stacyville R. R.	2	2	2	2	2								
Des Moines Union	2	2	2	2	1				250.00	75	33.00		
Iowa Central	96	77	96	77	67				5 408.00	70	21.30	215,981	49.00
Albia & Centerville	3	3	3	3	3							5,749	55.00
Iowa Northern													
Keokuk & Western	45	28	46	29	28				24.53	60	21.00	62,227	46.07
Mason City & Ft. Dodge	18	18	18	18	12							22,165	46.39
Minneapolis & St. Louis	102	24	102	24	20							16,584	57.00
Muscatine North & South	5	5	5	5	5								
Omaha & St. Louis	32	15			10				18.30	75	37 00	47,203	60.00
Willmar & Sioux Falls	57				15							10,120	48.07
Sioux City & Northern	16	12	16	12	12							562	61.00
Tabor & Northern	2	2	2	2	2								
Wabash	371	25	473	25	19				927 00	56½	27.00	62,305	32.00
Winona & Western	20	4	20	4	3							7,642	
NARROW GAUGE ROADS.													
Burlington & Northwestern	8	8	10	10	9				1,556 00			14,576	35.00
Burlington & Western	14	14	21	21	13				2,790.00			22,956	33 00
Total	4,674	1,128	4,981	1,266	1,088				1,377,395.71			4,277,771	

TABLE No. 49—DESCRIPTION OF EQUIPMENT.

RAILROADS.	LOCOMOTIVES.					CARS IN PASSENGER SERVICE.												CARS IN FREIGHT SERVICE.									
	Passenger.	Freight.	Switching.	Leased.	Total.	First-class passenger cars.	Second-class p c.	Combination.	Emigrant.	Dining.	Parlor.	Sleeping.	Baggage express and postal.	Other cars.	Total.	EQUIP'D WITH: Train brake	EQUIP'D WITH: Automatic coupler.	Box.	Flat.	Stock.	Coal.	Tank.	Refrigerator.	Other.	Total.	EQUIPPED WITH: Train brake	EQUIPPED WITH: Automatic coupler.
Ames & College	2	..	..	..	2	.....	2	...	1	..	..	..	..	..	3	..	..	..	..	..	..	..	....	....	....	..	..
Atch'n, Top'ka & S. Fe	317	523	125	20	895	192	41	104	..	13	5	..	110	72	537	537	537	10, 103	1, 363	3, 520	7, 202	73	1, 038	1, 970	24, 269	23, 639	23, 447
Marshalltown & Dak.	.....	2	..	..	2	..	..	..	..	..	..	..	....	..	..	..	..	..	..	.....	15	..	..	.....	15	.....	.....
Burl'ton, C. R. & Nor.	38	80	13	..	131	37	12	17	..	..	..	..	23	..	89	89	89	4, 399	...	349	586	..	76	52	5, 462	2, 570	5, 462
C. R., Garner & N.-W.	1	.....	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	.....	..	..	..	..	....	....	.....	.....	.....
C., Burl'ton & Quincy	490	..	113	..	603	353	..	37	..	9	..	..	133	..	532	530	530	19, 110	1, 507	2, 676	3, 779	..	427	45	27. 514	13, 312	27, 256
C., Burl'ton & K. C.	2	8	1	..	11	1	2	..	..	..	..	..	3	..	6	6	6	56	47	..	117	..	..	..	220	44	191
K C., St. Jo & C. B.	10	17	17	..	44	13	6	3	..	..	4	..	13	..	39	39	39	879	44	80	56	..	70	..	1, 129	629	1, 105
St L., Ke'kuk & N-W	10	16	1	..	27	3	4	4	..	1	4	..	12	..	28	28	28	284	94	100	48	..	30	10	566	226	553
C., Ft. Madison & D. M	1	2	..	..	3	1	..	2	..	..	..	..	..	..	3	3	3	18	.....	5	10	..	..	..	33	33	33
Chicago, Iowa & Dak.	1	1	..	..	2	...	1	2	..	..	..	..	..	..	3	3	3	2	10	2	3	..	.....	....	17	17	..
Chicago Great West'rn	.	108	.	60	168	20	20	15	..	3	..	..	22	2	82	82	82	4. 562	255	381	336	..	9	241	5, 784	4, 366	5, 719
C., Milwaukee & St. P.	214	49	130	..	837	211	225	..	..	8	17	53	317	2	813	826	82.	25, 414	6, 575	2, 903	..	..	712	442	36, 046	754	35, 802
C., Rock Island & P.	136	320	116	..	572	167	51	47	7	9	2	39	102	..	424	424	424	11, 198	1, 231	2, 493	1, 709	..	171	...	16, 812	26, 429	16, 771
Chicago & N.-West'rn	218	689	153	..	1, 060	517	35	128	..	9	22	..	207	..	918	918	918	22, 573	4, 145	3, 381	5, 500	..	896	4, 398	40, 893	32, 049	40, 893
C., St. P., Minn. & O	57	179	39	..	275	75	26	49	6	1	11	..	53	..	221	221	221	7, 557	1, 159	393	932	..	85	127	10, 253	8, 546	10, 253
Sioux City & Pacific.	6	3	3	..	12	....	5	5	..	..	..	..	3	..	13	13	13	290	46	20	...	..	...	.....	356	314	356
Crooked Creek	..	2	..	..	2	..	..	1	..	..	..	..	..	..	1	..	1	2	.....	..	28	..	.....	..	30	8	30
Dubuque & Sioux City	17	30	8	..	55	28	..	..	..	..	..	..	17	..	45	45	45	137	24	24	14	..	..	....	199	199	199
Stacyville R. R.	.	.	.	..	.	.....	..	..	..	..	..	..	..	..	..	..	....	..	..	....	....	..	.....	..	.....	.....	.....
Des Moines Union	..	....	3	..	3	.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....	..	.....	..	..	.....	.....
Iowa Central	17	51	8	..	76	20	..	6	..	2	..	..	9	..	37	37	37	1, 410	706	116	....	..	.....	..	2, 232	1, 977	2, 202
Albia & Centerville.	.	.	.	..	.	.....	..	..	..	..	..	..	.....	..	..	..	..	..	..	..	....	..	.....	....	.....	.....	.....
Iowa Northern	.	.	.	..	.	.	..	..	..	..	..	..	.	..	.	.	..	..	..	..	....	..	.....	..	.....	.....	.....
Keokuk & Western	8	11	2	..	21	11	..	2	..	..	..	..	....	4	17	17	17	556	11	155	178	..	.....	.	900	565	900
Mason C. & Ft. Dodge	1	4	...	..	5	1	2	2	..	..	..	..	2	..	7	6	7	37	.	5	155	..	...	....	197	164	197
Minneapolis & St. L.	26	37	15	..	78	23	17	9	..	..	..	..	14	..	63	63	63	2, 470	442	88	37	..	4	27	3, 068	1, 486	3, 044
Muscatine Nor. & Sou.	....	3	..	..	3	1	..	1	..	..	..	..	..	..	2	2	.	.	.	.	....	..	.	.	.	.....	.....
Omaha & St. Louis	4	17	1	..	22	3	..	2	..	..	..	..	4	..	9	9	9	439	7	18	3	..	.....	.....	467	440	440
Willmar & Sioux Falls	5	10	2	..	17	8	...	4	..	..	..	..	3	..	15	15	15	466	197	100	....	..	50	.....	813	740	740
Sioux City & North'n	4	5	2	..	11	4	..	2	..	..	..	..	3	..	9	9	9	219	100	100	.....	..	50	.	469	468	468
Tabor & Northern	1	....	..	..	1	1	..	..	..	..	..	..	1	..	2	1	2	.	....	..	..	..	.....	.....	.....	.....	.....
Union Pacific	.	.	.	..	.	.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....	.....	.....	.....	.....
Wabash	122	236	79	..	437	75	50	44	..	9	51	..	110	..	339	339	339	7, 118	691	701	3, 737	13	100	....	12, 360	6, 613	12, 360
Winona & Western	2	4	1	..	7	4	....	2	..	..	..	..	.....	1	7	7	7	192	48	....	9	..	1	.	250	103	235
NARROW GAUGE ROADS.																											
Burlington & N'west'n	1	2	1	..	4	4	...	1	..	..	..	..	.	..	5	3	3	89	.....	4	6	..	1	5	105	.	.....
Burlington & Western	1	3	..	..	4	3	...	1	..	..	..	..	2	..	6	6	5	105	19	22	86	..	2	1	235	.	.....
Total	1, 712	2. 856	833	80	5, 481	1, 776	499	490	14	64	116	92	1, 163	81	4, 295	4, 278	4, 277	119, 685	18, 731	17, 636	24, 546	86	3, 722	7, 318	190, 724	134, 691	188, 656

TABLE No. 50—DESCRIPTION OF EQUIPMENT—CONTINUED.

RAILROADS.	CARS IN COMPANY'S SERVICE.							CARS CONTRIBUTED TO FAST FREIG'T SERVICE			Total cars owned.	CARS LEASED.			GRAND TOTAL.	
	Gravel.	Derrick.	Caboose.	Other road c'rs	Total.	Equipped with		Number.	Equipped with			Number.	Equipped with		Number of cars owned and leased.	Number of cars and locomotives owned.
						Train br'ke	Automatic coupler.		Train br'ke	Automatic coupler.			Train br'ke	Automatic coupler.		
Ames & College	....	....	....	.....	.....	.....	...	.....	....	....	.....	....	.....	.....	....	....
Atchison, Topeka & Santa Fe	319	8	372	40	739	584	517	.	...	...	25,545	....	...	.....	25,545	26,530
Marshalltown & Dakota	.....	....	1	.....	1	.....	....	.....	...	...	.....	.....	.....	.....	.....	18
Burlington, Cedar Rap. & N.	95	3	75	55	228	65	225	2	....	.....	5,779	....	....	.....	5,779	5,910
Cedar Rapids, Garner & Nw.	.. ..	....	.....	.....	.....	.....	....	1	.....	.....	....	.	.....	.....	....	.....
Chicago, Burlington & Quincy	.....	4	293	58	355	324	340	.....	...	....	28,431	....	.....	.....	28,431	29,034
Chicago, Burl. & Kan City	....	....	7	1	8	.....	7	.....	....	..	234	.....	....	.....	234	245
Kansas City, St. Joe & C. B.	.....	2	17	17	36	10	31	.....	.....	.....	1,204	.....	...	....	1,204	1,248
St. Louis, Keokuk & Nw.	...	1	17	31	49	7	45	.....	..	.. ....	643	....	. ....	. ....	643	670
Chicago, Ft. Madison & D. M.	..	..	2	....	2	2	2	.....	....	..	38	.....	.... ..	.... .	38	41
Chicago, Iowa & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	..	...	20	...	.	.....	20	22
Chicago Great Western	100	1	82	388	571	113	194	.....	....	...	3,382	3,063	2,937	3,037	6,445	3,440
Chicago, Milwaukee & St. Paul	....	11	506	85	602	31	599	.....	....	.... .	37,481	..	...	.....	37,481	38,318
Chicago, Rock Island & Pacific	419	6	296	72	793	82	654	....	.....	.....	18,029	...	.... ..	....	18,029	18,601
Chicago & North-Western	254	22	571	61	908	342	908	....	....	....	42,719	....	.....	....	42,719	43,779
Chicago, St. P., Minn. & O.	154	10	133	21	318	153	318	.....	.....	....	10,792	....	...	.....	10,792	11,067
Sioux City & Pacific	.. ..	...	12	4	16	3	16	.	...	....	385	....	...	. .	385	385
Crooked Creek	.... .	.....	.....	2	2	2	2	.....	.....	.....	33	.....	.....	...	33	35
Davenport, Rock Isl. & Nw.	....	....	. ...	.....	.....	.....	.....	.....	.....	.....	....	.....	.....	.....	.....	.....
Dubuque & Sioux City	.....	...	.....	7	7	7	7	.....	...	....	251	.... .	....	. ....	251	306
Stacyville Railroad	.....	..	....	.....	.....	.....	...	...	.	...	.....	.. ....	....	....	.. ..	.....
Des Moines Union	...	....	.	.....	...	.....	..	...	.....	.....	.....	.. ....	.....	.....	....	3
Iowa Central	.....	3	39	99	141	29	115	.. ...	.....	... ..	2,410	.....	.. ....	.....	2,410	2,486
Albia & Centerville	.....	.....	.....	.....	....	.....	.....	...	.....	..	.....	.. ..	..	....	.....	... ...
Iowa Northern	....	....	....	.....	....	....	.....	.....	.....	.....	....	.....	.....	.....	..	.....
Keokuk & Western	20	1	10	6	37	5	37	.....	.....	.... .	954	.....	...	.. ...	954	975
Mason City & Ft. Dodge	....	1	....	1	2	.....	1	...	.....	...	200	.....	.....	.....	200	211
Minneapolis & St. Louis	.....	....	36	67	103	9	95	....	...	.....	3,234	....	.....	.. ...	3,234	3,312
Muscatine North & South	.. ....	1	....	...	1	1	1	.. .	...	...	3	.....	.....	.....	3	6
Omaha & St. Louis	6	2	19	10	37	1	13	.....	.....	.....	513	.....	.....	.....	513	535
Willmar & Sioux Falls	.....	1	7	2	10	10	9	...	...	.....	838	... ..	.....	..	838	885
Sioux City & Northern	.. ..	1	5	1	7	7	6	.....	.. ...	.....	485	.....	.....	.....	485	496
Tabor & Northern	.....	.	.....	.....	.....	.....	...	*2	1	2	4	... .	.....	..	4	5
Wabash	300	9	226	279	814	154	814	.....	....	.....	13,513	.....	. ....	.....	13,513	13,950
Winona & Western	6	....	3	2	11	.....	3	.....	.....	.....	268	.....	.....	....	268	275
NARROW GAUGE ROADS.																
Burlington & Northwestern	.....	.	2	2	4	.....	. ...	.....	....	.....	114	.....	.....	.....	114	118
Burlington & Western	. .....	....	1	1	2	.....	.....	.....	. ....	.....	243	..... .	.....	.. ....	243	247
Total	1,673	87	2,732	1,312	5,804	1,941	4,959	5	1	2	197,751	3,063	2,937	3,037	200,814	203,165

* Laid up for repairs.

TABLE No. 51—MILEAGE TRAFFIC—IOWA.

RAILROADS.	PASSENGER TRAFFIC.												EXPENSE OF RUNNING AND MANAGEMENT OF PASS'NG'R TRAINS	
	No. Passengers carried earning revenue	Number of passengers carried one mile.	Average distance carried	Total passenger revenue.	Amt. received from each passenger.	Av. receipts per mile—cents.	Total passenger earnings.	Passenger earnings per mile of road.	Passenger earnings per train mile.	Highest rate of fare per mile—cents.	Lowest rate of fare per mile—cents.	Cost of carrying each passeng'r one mile—cts.	Amt.	Per train mile.
Ames & College														
Atchison, Topeka & Santa Fe				$ 25,127.44			$ 36,592.63	$1,842 53	.63156	.5	.5			
Marshalltown & Dakota														
Burlington, Cedar Rapids & Northern	874,761	40,133,379	45.88	997,427.30	$1.14	2.00	1,235,947.46	1,270.36		3 5	2			
Cedar Rapids Garner & Northwestern										3 5	3.5			
Chicago, Burlington & Quincy														
Chicago, Burlington & Kansas City										4.				
Kansas City, St Joe & Council Bluffs										3.5				
St. Louis, Keokuk & Northwestern										4				
Chicago, Ft. Madison & Des Moines	35,383	754,316	21.32	17,116.84	.48	2.00	25,953.55	365.54	.55922	3.				
Chicago, Iowa & Dakota	19,037	266,518	.14	7,013.39	.3685	2.68	8,759.56	331.80	.22900	4.	2.			
Chicago Great Western				598,063.69			709,568.23	1,535.09	.74800	3.	3.			
Chicago, Milwaukee & St. Paul				1,722,448.02			2,259,287 01	1 267.49	.93439	3	1.			
Chicago, Rock Island & Pacific	1,969,326	78,891,665	40.06	1,860,238.12	.94461	2.358	2,213,465.57	2,070.42	.99284					
Chicago & North-Western	1,888,726	92,672,032	49.66	2,172,163.69	1.15007	2.344	2,693,808.19	2,144.58	1.11280	4	1.	2.759	$2,556.937 20	1.0563
Chicago, St. Paul, Minneapolis & O.	155,915	7,802,500	50.04	187,025.93	.19954	2.397	230,044.99	2,254.24	1.26832	2.	2			
Sioux City & Pacific	223,324	8,425,553	37.728	239,483.18	.93802	2.486	251,417.16	3,124.36	1.11625	3	2	1.921	161,873 93	.7187
Crooked Creek				673.80			1,367.51	77.65		3.75	2 6 7			
Dubuque & Sioux City	797,780	32,912,197	41.25	803,925.98	1.0077	2 443	988,782.46	1,548.00	.83923					
Stacyville Railroad										3.				
Des Moines Union										3.				
Iowa Central	496,951	13,795,771	.27	327,435.20	.65888	2.373	398,962.35	957.03	.72378					
Albia & Centerville										3.	.34			
Iowa Northern	5,507	16,357	3 50	550.78	.10	3.000	550 78	92.86	.054	3	1.4	1.582	6,105 00	.25
Keokuk & Western	182,649	5,035,470	27.57	125,586 99	.68766	2 494	153,880 41	876 36	.7289	3.	3.			
Mason City & Ft. Dodge	59,830	1,335,216	22.32	37,238.22	.62240	2.789	43,842.67	476.55	.88004					
Minneapolis & St. Louis	151,627	5,105,644	34 00	119,996.93	.79139	2 350	161,123 05	1,162 08	.86286	4	2.			
Muscatine North & South	11,720	172,913	14 75	5,201 01	4438	3 007	5,875 86	202.60	.1546					
Omaha & St. Louis	75,183	2,321,511	30 88	62,255.85	.82806	2 682	81,294 56	1,234.95	.81551	3 56	1.80			
Willmar & Sioux Falls	5,677	165,065	29.10	4,740 11	.84000	2.870	4,740 11			3.	1			
Sioux City & Northern														
Tabor & Northern	10,344	82,752	8 00	3,273 26	.31644	3.6	4,122 47	468.99	.37472	4	3.	2.13		
Union Pacific														
Wabash	85,555	4,676,961	54.67	55,035.76	.64328	1 177	69,427 89	493 44	.52243					
Winona & Western	10,546	224,749	21.31	6,520.31	.61827	2 901	8,573.23	364 82	.58277	3.	2.			
NARROW GAUGE ROADS.														
Burlington & Northwestern	35,840	771,952	21 50	20,183.11	.56314	2 614	25,191.44	479 83	.63470					
Burlington & Western	32,020	691,598	21.59	19,694.37	.61506	2 84	26,521 72	254.53	.25989					
Total	7,127,701	296,254,119		$9,388,419.28			$1,639,100.86						$2,824,915.13	

TABLE No. 52—MILEAGE

RAILROADS.	FREIGHT TRAFFIC.					
	Number of tons carried earning revenue.	Number of tons carried one mile.	Average distance haul of one ton, miles	Total freight revenue.	Average am'nt received for each ton of freight.	Ave'ge receipts per ton per mile—cents.
Ames & College						
Atchison, Topeka & Santa Fe				$ 91,460.17		
Marshalltown & Dakota						
Burlington, Cedar Rapids & N	2,246,092	312,544,660	139.15	3,323,522.77	$ 1.47969	1.063
Cedar Rapids, Garner & North-W.						
Chicago, Burlington & Quincy						
Chicago, Burlington & Kansas C						
Kansas City, St. Jo & Council B.						
St. Louis, Keokuk & North-W						
Chicago, Ft. Madison & Des M	38,799	1,954,529	49.11	60,442.28	1.51869	3.092
Chicago, Iowa & Dakota	32,996	395,952	.12	30,115.84	.91264	7.65
Chicago Great Western				2,643,827.50		
Chicago, Milwaukee & St. Paul				8,265,835.48		
Chicago, Rock Island & Pacific	4,136,624	534,860,171	129 30	4,886,121.72	1.18119	.914
Chicago & North-Western	5,158,739	1,159,879,090	225	7,992,139.81	1.54924	.688
Chicago, St. Paul, Minn. & O	363,934	57,929,472	159.18	563,074.47	1.54719	972
Sioux City & Pacific	523,272	19,362,380	37	220,916.13	.42218	1.141
Crooked Creek		25,661		15,066.51		
Davenport, Rock Island & Nw						
Dubuque & Sioux City	1,306,819	212,977,970	162.97	2,211,509.27	1.69228	1.038
Stacyville Railroad	13,736	85,593	6.23	5,317.64	.38713	6 213
Des Moines Union						
Iowa Central	1,516,723	192,430,408	126.9	1,339,334.85	.88305	.696
Albia & Centerville	101,660	1,995,224	20	24,690.67	.24287	1.237
Iowa Northern	135,160	540,640	4	13,516.08	.10	
Keokuk & Western	199,106	21,628,717	108.58	297,562.91	1.49382	1.376
Mason City & Ft. Dodge	192,056	6,245,582	32.18	187,725.01	.97738	3.007
Minneapolis & St. Louis	535,316	31,851,041	59	344,262.59	.64310	1.081
Muscatine North & South	68,132	1,910,074	23.49	29,042 09	.4263	1.52
Omaha & St. Louis	175,155	18,941,076	108.14	136,867.71	.78141	.723
Willmar & Sioux Falls	32,857	1,662,228	50.5	46,005.56	1.40	2.767
Sioux City & Northern						
Tabor & Northern	8,750	796	8	11,463.87	1.209	15.
Union Pacific						
Wabash	161,604	38,057,626	235.50	122,834.85	.7601	.322
Winona & Western	25,938	1,400,652	54	34,107.35	1.31715	24.394
NARROW GAUGE ROADS.						
Burlington & Northwestern	57,300	1,925,456	33.6	71,617.69	1 24987	3.720
Burlington & Western	59,375	4,184,094	70.4	81,469.87	1.37212	1.947
Totals	17,090,233	2,622,789,092		$ 33,047,910.69		

TRAFFIC—IOWA—CONTINUED.

FREIGHT TRAFFIC.

Total freight earnings	Freight earnings per mile of road.	Freight earnings per train mile.	Percentage of freight from point to point	EXPENSE OF RUNNING AND MANAGEMENT OF FREIGHT TRAINS. Amount.	EXPENSE OF RUNNING AND MANAGEMENT OF FREIGHT TRAINS. Per train mile.	Av. cost per ton per mile to move freight.	AVERAGE NUMBER TONS OF FREIGHT. In train.	AVERAGE NUMBER TONS OF FREIGHT. In each loaded car.	AVERAGE NUMBER TONS OF FREIGHT. In each car L. C. L.
$ 91,758.24	$ 4,620.25	$ 1.13215							
3,323,522.77	3,416.06	2.07660	22.954						
60,442.28	851.30	1.31660					42.57	4.81	
31,021.45	331.80	.935							
2,643,827 50	5,719 72	1.86							
8,265,835.48	4,637.27	1.52078							
4,886,121.72	4,570.36	1.61218					176.48	12.35	
7,993,466.65	6,363.72	1.58226	21.62			.350	225.68	13.48	
563,251.56	5,519.37	2.41604							
220,916 13	2,745.32	.98083	4.59			.667	113.42	8.74	
15,066.51	855 56								
2,211,606.50	3 462.40	1.51264					145.67	10.30	
5,317.64	670.57	1.04678					16.85	4.12	
1,339,334.85	3,212.79	1.44626	48.46	$ 463,347.88	$ 0.3845		208	16	
21,690.67	1,010.26	1.62599				.190	131	18	
13,516.08	92.86	1 33031	1				200	22	
297,562.91	1,694.64	1.27061					92.36	9.53	
187,725 01	2,040.49	3.11370					103.59	12.48	
344,262 39	2,482.96	1.87180					173.11	12.35	
29,042.09		7.923				1.78	128	16	
136,867.71	2.079.16	1.13016					156.40	16.39	
11,463.87	468.99	1.0421							
122,882.85	873.37	.86841					291 02	16.07	
34,167.35	364 82	1.45393							
71,617.69	1.364.14	5.4892							
81,469 87	781.80	.78086							
$ 33.007.357.77				$ 463.347.88					

TABLE No. 53—

RAILROADS.	PASSENGER AND FREIGHT TRAFFIC.		
	Passenger and freight revenue.	PASSENGER AND FREIGHT REVENUE PER MILE OF ROAD.	
		Miles.	Amount.
Ames & College			
Atchison, Topeka & Santa Fe	$ 116,587 61	19.86	$ 5,870.47
Marshalltown & Dakota			
Burlington, Cedar Rapids & Northern	4,320,950.07	972 91	4,441 26
Cedar Rapids, Garner & Northwestern			
Chicago, Burlington & Quincy			
Chicago, Burlington & Kansas City			
Kansas City, St. Joe & Council Bluffs			
St. Louis, Keokuk & Northwestern			
Chicago, Ft. Madison & Des Moines	77,559.12	71 00	1,092.38
Chicago, Iowa & Dakota	37,129.23	26 4	1,406.40
Chicago Great Western	3,241,801.19	462.23	7,013 59
Chicago, Milwaukee & St Paul	9,988,283.50	1,782.48	5,603.58
Chicago, Rock Island & Pacific	6,746,359.84	1,069.09	6,310.38
Chicago & North-Western	10,164,303.50	1,256.10	8,091.95
Chicago, St. Paul, Minneapolis & Omaha	750,100.40	102.05	7,350.32
Sioux City & Pacific	430,399.31	80.47	5,348.57
Crooked Creek	15,737.31	17.61	893.65
Davenport, Rock Island & Northwestern			
Dubuque & Sioux City	3,015,435.25	638.75	4,720.84
Stacyville Railroad	5,822.00	7.93	734.17
Des Moines Union			
Iowa Central	1,666,770.05	4,168.75	3,998.25
Albia & Centerville	32,632.69	24.44	1,376.13
Iowa Northern	14,066.86	5.91	2,372.00
Keokuk & Western	423,149.80	175.59	2,409.87
Mason City & Ft. Dodge	224,903.23	.92	2,445 25
Minneapolis & St. Louis	464,259.32	138.65	3,348.43
Muscatine North & South			
Omaha & St. Louis	199,123 56	65 72	3,029.87
Willmar & Sioux Falls	50,745.56	38.63	1,313.63
Tabor & Northern	14,737.13	8.79	1,675.44
Wabash	177,870.61	140.1	1,267.03
Winona & Western	40,687.66	23.5	1,731.39
NARROW GAUGE ROADS.			
Burlington & Northwestern	91,800.80	52.5	1,748.50
Burlington & Western	101,164.24	104 2	970.87
Total	$ 42,413,529.84		

MILEAGE TRAFFIC—IOWA—CONTINUED.

PASSENGER AND FREIGHT TRAFFIC.							EXPENSE OF RUNNING AND MANAGEMENT OF ALL TRAINS EARNING REVENUE.	
PASSENGER AND FREIGHT EARNINGS.		GROSS EARNINGS FROM OPERATION.		EXPENSE.		Net earnings per mile.		
Amount.	Per mile of road.	Amount.	Per mile of road.	Amount.	Per mile of road.		Total.	Per tr'n mile cents.
$ 128,350 87	$ 6,462.78	$ 130,008 00	$ 6,546.22	$ 72,464.20	$ 3,648.75	$ 2,897.47		
4,559,470.23	4,671.54	4,595,470 23	4,692.59	3,133,734.69	3,220.99	1,471.60		
86,395.83	1,216.84	86,395 83	1,216.84	70,362.91	991.03	196.94		
		40,381 01	1,529.58	25,780.26	976.52	107.79		
3,353,395.73	7,254.81	3,364,093 33	7,277.97	2,281,993.08	4,936.92	2,341 05		
10,525,122.49	5,001.77	10,546,168 96	5,916.57	8,091,866.81	4,539.63	1,376.94		
7,099,587.29	6,640.78	7,127,388 50	6,666.78	4,262,801.71	3,987 32	2,679.46		
10,687,274.84	8,508.30	10,702,208 40	8,520.19	6,318,144 67	5,029 97	3,490.22	$ 6,611,061.96	88.47
793,296.55	7,773.61	801,185 08	7,850.91	447,526.81	4,385 37	3,465.54		
472,333.29	5,869.68	480,595 96	5,972.35	279,158.31	3,469.10	2,503.26	291,107.20	74.53
16,434.02	933.22	16,434 02	933.22	22,718.37	1,290.08	424.89		
3,200,388.96	5,010 40	3,245,634 93	5,081.24	2,279,029.38	3,567.95	1,513.29		
6,418.13	809.35	6,421 13	809.73	6,343.86	799.98	9.75		
1,738,297.20	4,169.82	1,739,734 38	4,173.27	1,245,466.22	2,978.62	1,185.64	612,369.22	32.76
35,290.63	1,444 34	35,313 49	1,444.91	32,139.66	1,315.02	129.89	9,901.25	25 8
14,066.86	2,372.00	14,066 86	2,372.00	13,259 48	2,236.00		13,259.48	22.35
451,443.32	2,571.06	472,332 63	2,689.97	291,474.28	1,090.46	1,030.00		
231,567 68	2,517.04	239,527 03	2,603.55	134,492.27	1,401.87	1,141.68		
505,385.44	3,645.04	568,960 80	3,670.87	387,601.11	2,795 53	875.34		
		710 39	24 70	34,258.36	1,180.87			
218,162.27	3,319.57	218,162 27	3,319.57	212,538.96	3,234 00	85.56		
50,747.56	1,313.63	52,380 62	1,355.95	71,567.95	1,852.65			
15,580.34	1,773.20	15,849 05	1,803.07	13,892.71	1,579.36	222.56		
192,310.74	1,366.81	192,310 77	1,366.81	221,834.29	1,576 65	209.84		
42,740.58	1,818.75	42,740 58	1,818.75	25,630.20	1,090.65	627.79		
96,809.13	1,843.98	96,809 13	1,843.98	70,761.91	1,347.84	496.14		
107,991.59	1,036.39	107,991 87	1,036.39	109,702.94	1,052.81			
$44,628,876 57		$44,849,294 25		$30,156,484 80			$ 7,537,699 11	

TABLE No. 54—

RAILROADS.	MILES RUN. BY TRAINS EARNING REVENUE. Passenger trains.	Freight trains.	Mixed trains.	Total
Ames & College				
Atchison, Topeka & Santa Fe	57,260	80,370	680	138,311
Marshalltown & Dakota				
Burlington, Cedar Rapids & Northern	1,272,156	1,573,950	35,346	2,881,452
Cedar Rapids, Garner & Northwestern				
Chicago, Burlington & Quincy				
Chicago, Burlington & Kansas City				
Kansas City, St. Joe and C. B.				
St. Louis, Keokuk & Northwestern				
Chicago, Ft. Madison & Des Moines	46,602	45,908		92,510
Chicago, Iowa & Dakota			33,804	33,704
Chicago Great Western	948,218	1,423,849		2,372,067
Chicago, Milwaukee & St. Paul	2 131,217	5,148,580	286,669	7,566,466
Chicago, Rock Island & Pacific	1,957,228	2,758,553	272,210	4,987,991
Chicago & North-Western	2,332,966	4,788,962	350,612	7,472,540
Chicago, St. Paul, Minn. & O	170,735	219,629	10,642	401,006
Sioux City & Pacific	219,876	165,353	5,357	390,586
Crooked Creek				
Davenport Rock Island & Northwestern				
Dubuque & Sioux City	1,178,198	1,462,088		2,640,286
Stacyville R. R.	5,370	5,080		10,450
Des Moines Union				
Iowa Central	538,784	926,065		1,464,849
Albia & Centerville	24,420	15,185		39,605
Iowa Northern			10,016	10,016
Keokuk & Western	211,985	234,189		446,174
Mason City & Ft. Dodge	49,819	60,290		110,109
Minneapolis & St. Louis	186,731	183,991		370,722
Muscatine North & South	38,318		37,915	76,233
Omaha & St. Louis	99,686	121,105		220,791
Willmar & Sioux Falls	24,203	7,976	23,841	56,020
Sioux City & Northern				
Tabor & Northern			11,000	11,000
Wabash	132,894	141,503		274,397
Winona & Western	14,711	14,711		29,422
NARROW GAGUE ROADS.				
Burlington & Northwestern	39,684	13,047		52,731
Burlington & Western	102,049	104,348		206,397
Total	11,783,140	19,494,732	1,078,092	32,355,965

MILEAGE TRAFFIC—IOWA—CONTINUED.

MILES RUN.			AVE. NUMBER OF CARS IN TRAIN.			MILEAGE OF FREIGHT CARS.			
BY OTHER TRAINS.									
Switching.	Construction and other.	Grand total train mileage.	All.	Loaded.	Empty.	Loaded north or east.	Loaded south or west.	Empty north or east.	Empty south or west.
		138,311	27	20	7	802,973	864,699	289,897	253,641
562,917	139,797	3,584,166							
		92,510	9	6	3	264,379			142,358
		33,804							
208,898	70,527	2,651,492				11,661,592	11,739,188	3,002,899	3,353,810
		7,566,496							
		4,987,991	19	14	5	22,154,572	21,155,979	6,535,987	8,058,706
2,137,024	1,501,185	11,110,749	24	17	7	42,278,022	43,765,264	17,182,553	18,727,961
93,043	2,363	496,412							
76,011	9,349	475,946	20	13	7	1,119,697	1,096,635	608,037	573,801
545,829	411,884	3,597,999	18	14	4	9,738,497	10,942,381	2,925,508	2,996,976
297	29	10,776	5	4	1				
275,303	91,194	1,831,346	18	13	5	*6,730,389	†5,679,813	‡1,627,221	§2,427,010
	2,335	41,940	12	7	5	*96,037	†17,173	‡3,053	§66,662
		10,016	10	10	10	36,052	37,652		
86,013	12,181	544,368	13	10	3				
	1,138	111,247	12	8	4	309,048	168,375	31,204	169,459
	2,192	372,914	17	14	3	1,234,194	1,345,276	314,149	209,348
		76,233	18	8	10				
	77,586	298,377	14	9	5	367,855	788,124	457,839	136,759
	17,536	73,556	21	17	4	301,795	249,448	59,712	47,722
		11,000							
55,958	23,814	354,169	26	18	8				
		29,422							
19,980		72,711							
15,330		221,727							
4,076,603	2,363,110	38,795,678				97,095,102	97,850,007	33,038,059	37,164,213

*North and west. †South and east. ‡North and west. §South and east.

TABLE No. 55—MILEAGE TRAFFIC—ENTIRE LINE.

RAILROADS.	PASSENGER TRAFFIC.								
	No. of passengers carried earning revenue.	No. of passengers carried one mile	Average distance carried—miles.	Total passenger revenue.	Av. am't rec'd from each passenger.	Av. receipts per pass'n'gr per mile—cts	Total passenger earnings.	Passenger earnings per mile of road.	Passenger earnings per train mile.
Ames & College	73,045		1.98	$ 3,652.15					
Atchison, Topeka & Santa Fe	3,274,706	277,829,957	84.84	6,128,644.18	1.87	2.240	$ 8,125,462.15	$ 1,714.55	$ 1.05811
Marshalltown & Dakota									
Burlington, Cedar Rapids & Northern	1,044,851	42,973,078	41.128	1,176,882.74	1.03	2.506	1,343,467 98	1,163 08	.94647
Cedar Rapids, Garner & North-Western									
Chicago, Burlington & Quincy	9,147,169	370,108,693	*31.40	8,048,890 31	* 64	2.175	10,636,586.70	1,685.55	1.02370
Chicago, Burlington & Kansas City	180,738	3,390,341	18.76	96,837 40	.53	2.856	130 928.31	592.56	.55247
Kansas City, St. Joe & Council Bluffs	642,575	28,648,502	44 58	674,415.76	1.04	2.354	793,024 53	2,562.28	1 02368
St. Louis, Keokuk & North-Western	655,142	25,579,625	39 04	534,931 48	.81	2 091	658,996 30	2,475.85	.89354
Chicago, Ft. Madison & Des Moines	35,383	754,316	21.32	17,116.84	.48	2.269	25,953.55	365.54	.55692
Chicago, Iowa & Dakota	19,037	266,518	.14	7,013 39	.36	2.63	8,759.56	331 80	.229
Chicago Great Western	3,363,785	61,255,609	44.91	1,244,205 32	.91	2.03	1,557,759 20	1,675.78	.7502
Chicago, Milwaukee & St. Paul	8,677,822	328,176,516	37 82	7,698,513 51	.88	2.346	10,452,019.75	1,636 64	1.01725
Chicago, Rock Island & Pacific	6,690,931	268,482,327	40 13	5,540,740.41	82	2 064	6,700,109.74	1,842.80	.98593
Chicago & North-Western	16,739,425	459,140,920	27 42	9,194,321 87	.54	2.003	10,996,675.57	2,096.13	.95644
Chicago, St. Paul, Minneapolis & Omaha	1,996,221	99,884,960	50.04	2,394,539 52	1.19	2.397	2,850,622.13	1,875.79	.94034
Sioux City & Pacific	244,129	9,057,073	37.10	226,330.51	92	2 499	278,383.60	2,591.54	1.15471
Crooked Creek				673.80			1 367 51	77.65	
Davenport, Rock Island & North-Western									
Dubuque & Sioux City	831,460	33,313,371	49 69	813,409 70	.97	2.442	1,002,037 71	1,506.60	.83601
Stacyville Railroad	3,063	20,373	6.65	517.80	.16	2.476	1,100.49	138.78	.20493
Des Moines Union									
Iowa Central	602,248	16,471,423	.27	390,896 83	.64	2 373	476,585.01	934 23	.71765
Albia & Centerville	20,325	385,733	19	942.02	.43	2.318	10,608.96	434 08	.43444
Iowa Northern	5,507	16,357	3.33	550 78	.10	3.000	550.08	92.86	.54
Keokuk & Western	268,573	7,405,104	27 57	184,686.76	.68	2 494	226,294 73	871.53	.72590
Mason City & Ft. Dodge	59,830	1,335,216	22 32	37,238.22	62	2 789	43,842 67	476.55	.88004
Minneapolis & St. Louis	755,816	29,759,191	.39	601,836 49	.79	2 022	744,616.86	1,448.05	1 01651
Muscatine North & South	11,720	172,913	14.75	5,201.01	44	3.007	5,875.86	202.60	15.45
Omaha & St. Louis	164,154	5,068,779	30.88	135,929.79	.82	2.682	177,499.02	1,234 95	.81551
Willmar & Sioux Falls	135,593	5,109,841	37 7	155,007.72	1.14	3.034	196,046.23	610 70	.57356
Sioux City & Northern	14,171	653,164	46 09	16,891.87	1.19	2.586	22,299.91	229 23	.09246
Tabor & Northern	10,344	94	8.	3,273 26	.31	3.6	4,122 47	468.99	.37472
Wabash	4,277,735	233,848,065	54.67	4,474,652.16	1.04	1.913	5,583,851.21	2,386 77	.84034
Winona & Western	54,083	1,152,560	21.31	32,347 34	.59	2.807	42,007.23	361.07	.57679
NARROW GAUGE ROADS.									
Burlington & Northwestern	35,840	771,952	21.54	20,183.11	.56	2.614	25,191.44	479 83	.6347
Burlington & Western	32,020	691,598	21.59	19,694.37	61	2 847	20,521.72	254 53	.25989
Totals	60,067,441	2,311,724,169		$49,880,968.42			$63,150,068.18		

* East of Missouri river.

TABLE No. 56—MILEAGE TRAFFIC—ENTIRE LINE.

RAILROADS.	FREIGHT TRAFFIC. No. of tons of freight carried earning revenue.	No of tons carried one mile.	Av. distance haul of one ton.	Total freight revenue.	Av. am't rec'd for each ton of freight.	Av. receipts per ton per mile.	Total freight earnings	Freight earnings per mile of road.	Freight earnings per train mile.	Cost per ton per mile to move fr't.	Av. No. of t'ns of freight in train.	Av. No. tons of fr't in each loaded car.	Av. No. tons of fr't in each car, L. C. L
Ames & College													
Atchison, Topeka & Santa F	$ 7,949,357	2,398,466,130	301.72	$ 22,207,357.97	$ 2.80.618	.930	$ 22,380,057.18	$ 4,722.41	$ 2.01.346	.....	213.78	12 84	.....
Marshalltown & Dakota	2,285,505	326,934,785	143.07	3,649,485.13	1.59.723	1.116	3,649,485.13	3,154.48	2.08.351	.....	186 65	11.64	....
Burlington, Ced. Rapids & N	....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cedar R., Garner & N.-W	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chi., Burlington & Quincy	15,393,217	3,012,412,929	*191.78	26,427,566.42	* 1.46.906	.877	26,462,172.17	4,193 38	1.71 523	.....	195.26	12.12	.....
Chi., Burlington & K. C	317,783	28,920,714	91.01	294,260 94	92.598	1.017	294,260 94	1,331.80	1 14 620	.....	112 65	16.55	.....
Kansas City, St. Joe & C. B	642,575	28,648,502	44.58	674,415.76	1.04.955	2.354	793,024.53	2,562 28	1 02.301	.....	231 74	13 40	.....
St. Louis, Keokuk & N.-W	2,021,433	250,858,787	124.99	1,805,599.58	.89.323	.72	1,805,599 58	6,783 63	2 41 637	.....	335 72	15.38	.....
Chi., Ft. Madison & D. M.	38,799	1,954,529	49.11	60 422.28	1.51.869	3.092	60.442 28	851 30	1.31.66	.....	42 57	4.81	.....
Chicago, Iowa & Dakota	32,996	395.952	.12	30,115.84	.91.264	7.65	31,621.45	331 80	93 5	.....	.....	.....	.....
Chicago Great Western	2,340,965	706,924,174	301 68	5,128,658.75	2.17	.72	5,128,658 75	5,517 6[illegible]	1 89.4	.....	.....	.....	.....
Chicago, Milwaukee & St. P.	17,757,419	3,357,456,584	189.07	31,220,217.27	1.75.815	.930	31,287,560 16	4,899.19	1 91 215	.....	205.13	12 20	.....
Chicago, Rock Island & P	7,668,014	1,656,438,420	216.2	16,348,290.92	2.13.201	.987	16,348,290 92	4,496 44	1 79 467	.....	181.84	11.99	.....
Chicago & North-Western	25,574,406	3,855,159,649	151.00	32,252,031.75	1.26.111	.836	32,287,140.74	6,154 40	2.17 063	.439	254 61	13 71	.....
Chi., St. Paul, Minn. & O	4,796,738	763,244,269	159.12	7,421,469.59	1.54.719	.972	7,429,619.61	4,888.90	2.30.795	....	237.10	13 82	.....
Sioux City & Pacific	546,056	22,241,641	40.73	263,811.78	.48 311	1.186	263,815.78	2,455.93	1.24 945	.776	105 33	8.23	.....
Crooked Creek	.....	25,601	.....	15,066.51	.....	.....	15,066 51	855.56	.....	.....	.....	.....	.....
Dubuque & Sioux City	1,310,235	213,861,309	163.10	2,223,950.03	1.69 607	1.040	2,224,047 26	3,343 93	1.50.059	.....	144.30	10.24	.....
Stacyville Railroad	13,736	85,593	6.23	5,317.64	.38.713	6.213	5,317.64	670 57	1 04.678	.....	16 85	4 12	.....
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central	1,742,379	265,417,072	152.3	1,847,665.71	1.06.043	.696	1,847,665.71	3,621 92	1.53 325	.175	220	16	.....
Albia & Centerville	101,660	1,995,224	20	24,690.67	.24.287	1.237	24,690 67	1,010 26	1 62 599	.190	131	18	.....
Iowa Northern	135,160	540,640	4	13,516.08	.10	..	13,516.08	92 86	..	.....	200	22	.....
Keokuk & Western	292,935	31,806,937	108 58	437,592.51	1.49 382	1.376	437,592 51	1,685.31	1 27 061	.....	92.36	9 53	.....
Mason City & Ft. Dodge	194,056	6,245,582	32.18	187,725.01	.96.738	3 007	187,725.01	2,040 49	3 11 370	.....	113 59	12.45	.....
Minneapolis & St. Louis	1,605,383	174,654,187	109	2,117,553.34	1.31.903	1.212	2,117,553.34	4,117.99	3 04 792	.....	251 39	13.30	.....
Muscatine North and South	68,132	1,910,074	23.49	29,042.09	.42 63	1.52	29,042 09	.....	.....	1.78	128	16	4
Omaha & St Louis	382,434	4,135,606	108.14	298,837.78	.78.141	.723	298,837 78	1,234.95	1.13 016	.....	156.40	16 39	.....
Willmar & Sioux Falls R'y	539,995	60,853,751	120 60	957,628.68	1.77 355	1.574	957 727.43	2,969 80	3 59.745	.....	228 58	16 14	.....
Sioux City & Northern	139,111	9,234,396	66.38	151,059 37	1.08.516	1.636	151,059.37	1,552 83	4 13 351	.....	252 68	14 19	.....
Tabor & Northern	8,750	796	8	11,463.87	1.20.900	15	11,463 87	468 99	1 04 210	..	.....	.	.....
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	8,080,220	1,902,881,278	235.50	10,616,340.19	1.31 38	.558	10,857,139 08	4,640 79	1 53.454	.....	291 02	16 07	....
Winona & Western	133,016	7,182,864	.54	166,101.47	1.24.873	23.125	166,101 47	1,427.72	2.28 071	.....	.....	.....	.....
NARROW GAUGE ROADS.													
Burlington & Northwestern	57,300	1,925,456	33 6	71,617.69	1.24.987	3.720	71,617 69	1,364.14	5.48 926	.....	.....	.....	....
Burlington & Western	59,375	4,184,094	70.4	81,469 87	1.37.212	1.947	81,469 87	781 86	.78 670	.....	.....	.....	.....
Total	102,228,640	19,096,996,985	...	$ 167,140,362.49			$ 167,719,382 60	.....	.....	.....	.....	.....	.....

* East of Missouri river.

TABLE No. 57—MILEAGE TRAFFIC—ENTIRE LINE—CONTINUED.

RAILROADS.	PASSENGER AND FREIGHT.										Net earnings per mile of road.
	PASSENGER AND FREIGHT SERVICE.			PASSENGER AND FREIGHT EARNINGS.		GROSS EARNINGS FROM OPERATION.		EXPENSE.			
	Amount.	Miles.	Per mile.	Amount.	Per mile.	Amount.	Per mile.	Amount.	Per mile.		
Ames & College											
Atchison, Topeka & Santa Fe	$ 28,436,002.15	4,739.12	$6,000.27	$ 30,505,519.33	$6,436.97	$ 30,956,915.56	$6,532.21	$ 17,912,540 82	$3,779.72	$2,752.49	
Marshalltown & Dakota											
Burlington, Cedar Rapids & Northern	4,726,367.87	1,155.09	4,091.77	4,992,953 11	4,322 56	4,998,953.11	4,327.76	3,472,491.68	3,006.25	1,321.50	
Cedar Rapids, Garner & Northwestern											
Chicago, Burlington & Quincy	34,476,456.73	6,310.47	5,463.37	37,098,758.87	5,878.92	37,962,068.42	6,015.73	23,473,981.58	3,719.85	2,205 88	
Chicago, Burlington & Kansas City	391,098 34	220.95	1,770.08	425,189.25	1,924.37	431,538.26	1,953 10	302,963 30	1,371.19	581.91	
Kansas City, St. Joe and Council Bluffs	2,050,045.32	309.50	6,623.23	2,168,654.09	7,006.96	2,282,340 98	7,374.28	1,471,584.03	4,754.71	2,619.57	
St. Louis, Keokuk & Northwestern	2,340,531.06	266.17	8,793.37	2,464,595 88	9,259 48	2,631,685.69	9,887.24	1,475,777.12	5,544.49	4,342.74	
Chicago, Ft. Madison & Des Moines	77,559.12	71.00	1,092.38	86,395 83	1,216.84	86,395.83	1,216.84	70,362.91	991.03	196.94	
Chicago, Iowa & Dakota	37,129.23	26.40	1,406.40	37,129.23	1,406.40	40,381.01	1,529.58	25,780.26	976.52	107.79	
Chicago Great Western	6,372,804 07	929.51	6,856.15	6,676,417.95	7,193.48	6,711,947.06	7,220.95	4,873,297.80	5,242 86	1,978 08	
Chicago, Milwaukee & St. Paul	38,918,730.78	6,386.27	6,094.13	41,739,579.91	6,535.83	41,884,692.00	6,558.55	27,162,829.17	4,253.31	2,305.24	
Chicago, Rock Island & Pacific	21,889,031.33	3,635.83	6,020.37	23,018,400.66	6,339.24	23,211,990.91	6,384.23	14,964,706.64	4,115.90	2,268.33	
Chicago & North-Western	41,446,353.62	5,246.19	7,900.28	43,283,815 31	8,250.52	43,390,994.91	8,270.95	26,388,175.67	5,029 97	3,240.98	
Chicago, St. Paul, Minneapolis & Omaha	9,816,009 11	1,519.69	6,459.22	10,280,241.74	6,764.70	10,409,863.89	6,849.99	6,416,367.34	4,222.16	2,629.83	
Sioux City & Pacific	490,142 29	107.42	4,562 80	542,199.38	5,047.47	560,491 71	5,217.76	372,650.50	3,469.10	1,748.66	
Crooked Creek	15,737.31	17.61	893.65	16,434.02	933.02	16,434 02	933.22	22,718 37	1,290 08	424.89	
Dubuque & Sioux City	3,037,359.73	665.10	4,566.77	3,226,084.97	4,850.53	3,271,395.25	4,918.65	2,317,971.72	3,485.15	1,433.50	
Stacyville Railroad	5,822.00	7.93	734.17	6,418.13	809.35	6,421.13	809 73	6,343.86	799.98	9.75	
Des Moines Union											
Iowa Central	2,238,562.54	510.13	4,388.19	2,324,250.72	4,556.16	2,325,919.20	4,559.43	1,724,849.40	3,381.17	1,178.26	
Albia & Centerville	33,632.69	24.44	1,376.13	35,299.63	1,444.34	35,313.49	1,444.91	32,139.06	1,315.02	129.89	
Iowa Northern	14,066.86	5.93	2,372.00	14,066.86	2,372.00	14,066.86	2,372.00	13,259 48	2,236.00		
Keokuk & Western	622,279.27	259.65	2,396.60	663,887 24	2,556.85	694,606 81	2,675.17	428,638.65	1,650.83	1,024 71	
Mason City & Ft. Dodge	224,963.23	92 00	2,445.25	231,567.68	2,517.04	239,527.02	2,603.55	134,492.27	1,461.87	1,141.67	
Minneapolis & St. Louis	2,719,389.83	514.22	5,288.38	2,862,170.20	5,566.04	3,024,198.35	5,881.14	1,702,448.91	3,310.74	2,570.40	
Muscatine North & South						716.39	24.70	34,258.36	1,180.97		
Omaha & St. Louis		64.75				477,264.31	3,320.56	404,058 85	3,228.68	91 88	
Willmar & Sioux Falls	1,112,636.40	322.49	3,450 14	1,154,673.66	3,580.50	1,159,085.32	3,594.17	504,421.49	1,564.15	2,010 02	
Sioux City & Northern	167,951.24	121.34	1,726.48	173,359 28	1,782.06	175,526.33	1,804 34	130,967.91	1,346.29	458.05	
Tabor & Northern	14,737.13	8.79	1,675 44	15,580.34	1,773.20	15,849.05	1,803 07	13,892.71	1,579 36	222.56	
Union Pacific											
Wabash	15,090,992.35	2,962 04	6,450.52	16,444,990.29	7,027 56	16,510,898.76	7,057.45	12,131,378.72	5,185.46	1,871.99	
Winona & Western	211,230 97	126.25	1,815.63	208,108.70	1,788.79	211,230.97	1,815.63	131,436.76	1,129.76	685.87	
NARROW GAUGE ROADS.											
Burlington & Northwestern	91,820 80	52 50	1,748.56	96,809.13	1,843.98	96,809 13	1,843.98	70,761.91	1,347 84	496.14	
Burlington & Western	101,164.24	104.20	970 87	107,991.59	1,036.39	107,991.87	1,036.39	109,702.94	1,052.81		
Total	$217,170,647.61	36,782 98		$230,941,548.98		$233,943 513 61		$148,357,250.19			

TABLE No. 58—MILEAGE TRAFFIC—

RAILROADS.	MILES RUN. BY TRAINS EARNING REVENUE. Passenger.	Freight.	Mixed.	Total.
Ames & College				
Atchison, Topeka & Santa Fe	6,302,849	9,738,863	1,376,373	17,418,085
Marshalltown & Dakota				
Burlington, Cedar Rapids & Northern	1,405,159	1,708,729	57,166	3,171,054
Cedar Rapids, Garner & Northwestern				
Chicago, Burlington & Quincy	9,636,518	14,673,969	753,830	25,064,317
Chicago, Burlington & Kansas City	140,095	159,835	96,892	396,822
Kansas City, St. Joe and Council Bluffs	774,677	624,681		1,379,358
St. Louis, Keokuk & Northwestern	699,501	709,226	38,010	1,446,737
Chicago, Ft. Madison & Des Moines	46,602	45,908		92,510
Chicago, Iowa & Dakota			33,804	33,804
Chicago Great Western	2,076,471	2,707,988		4,784,459
Chicago, Milwaukee & St. Paul	9,031,841	15,124,734	1,242,986	25,399,561
Chicago, Rock Island & Pacific	6,263,232	8,576,859	532,490	15,372,581
Chicago, & North-Western	11,214,270	14,008,589	1,133,028	26,355,887
Chicago, St Paul, Minneapolis & Omaha	2,664,370	2,852,035	367,109	5,883,514
Sioux City & Pacific	223,066	193,127	18,019	434,212
Crooked Creek				
Davenport, Rock Island & Northwestern				
Dubuque & Sioux City	1,198,594	1,482,111		2,680,705
Stacyville Railroad	5,370	5,080		10,450
Des Moines Union				
Iowa Central	664,088	1,205,066		1,869,154
Albia & Centerville	24,420	15,185		39,605
Iowa Northern			10,016	10,016
Keokuk & Western	311,743	344,395		656,138
Mason City & Ft. Dodge	49,819	60,290		110,109
Minneapolis & St. Louis	732,524	694,753		1,427,277
Muscatine North & South	38,318		37,915	76,233
Omaha & St. Louis	217,655	264,421		482,076
Willmar & Sioux Falls	202,662	125,513	140,711	468,886
Sioux City & Northern	32,204	36,545		68,749
Tabor & Northern			11,000	11,000
Wabash	6,644,720	7,075,158		13,719,878
Winona & Western	72,829	72,829		145,658
NARROW GAUGE ROADS.				
Burlington & Northwestern	39,684	13,047		52,731
Burlington & Western	102,049	104,348		206,397
Total	60,815,220	82,602,284	6,840,340	140,267,063

ENTIRE LINE—CONTINUED.

BY OTHER TRAINS.						CAR MILEAGE.			
Switching.	Construction and other.	Grand total train mileage.	Average No. freight cars in train.	Av. number loaded cars in train.	Av. number empty cars in train.	Loaded freight cars east or north.	Loaded freight cars south or west.	Empty cars north or east.	Empty cars south or west.
3,016,640	559,070	20,993,795	23	17	6	92,003,008	94,780,853	36,373,161	35,812,912
595,438	205,295	3,971,787	21	16	5	28,072,214			9,898,460
		25,064,317	22	16	6				
	30,494	427,316	10	7	3	1,747,564			783,118
554,065	104,485	2,037,894	23	17	6		10,459,271		3,263,999
327,063	121,483	1,898,283	27	22	5		16,305,304		3,600,952
		92,510	9	6	3	264,379		142,358	
		33,804				23,319	15,546	9,810	4,905
715,683	151,211	5,651,353				27,198,313	25,722,051	5,640,301	8,467,071
4,560,610	1,434,158	31,394,329	23	16	7	150,292,822	124,926,219	40,338,248	68,051,029
		15,372,681	20	15	5	71,056,967	67,080,505	20,924,117	26,560,769
8,984,182	3,562,549	38,902,618	26	18	8	138,112,214	142,885,179	60,333,320	53,452,471
	465,721	6,349,235	22	17	5	26,152,428	29,064,096	9,185,596	7,386,807
120,686	11,357	566,255	19	13	6	1,365,485	1,337,360	741,753	699,880
559,992	412,639	3,653,336	19	14	5	9,387,601	11,051,307	3,975,469	3,036,574
297	29	10,776	5	4	1	10,615	10,184	2,547	3,018
389,060	119,336	2,377,550	19	14	5	8,974,725	7,888,108	2,495,829	2,973,431
	2,135	41,940	12	7	5	96,037	17,173	3,053	66,662
		10,016	10	10	10	37,652	37,652	37,652	37,652
126,490	17,913	800,541	13	10	3	1,667,975	1,671,300	702,679	594,505
	1,138	111,247	11	8	3	309,048	168,375	31,204	169,459
	37,174	1,464,451	22	19	3	6,220,738	6,913,033	1,595,475	897,717
		76,233	18	8	10	36,175	76,673	46,049	6,042
		482,076	14	9	5	803,175	1,720,793	199,670	298,600
	65,080	533,966	18	4	14	2,028,842	1,741,582	455,127	658,119
20,772	1,069	90,530	23	17	6				
		11,000							
2,797,896	1,190,695	17,708,469	26	18	8				
		145,658							
19,980		72,711							
15,330		221,727							
22,804,114	8,496,231	180,568,308				565,861,286	543,873,564	183,233,418	226,724,152

TABLE No. 59—TONNAGE—IOWA.

RAILROADS.	PRODUCTS OF AGRICULTURE.											PRODUCTS OF ANIMALS.						
	Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Fruit or vegetables	Grass seed.	Broom corn.	Butter	Eggs.	Cheese.	Live stock.	Dressed meats	Other packing house products	Poultry, game and fish.	Wool.	Hides and leather.	Milk.
Ames & College																		
Atchison, Topeka & Santa Fe																		
Boone Valley																		
Burlington, Cedar Rapids & Nor	656,307	171,514	19,768	30,320		51,530	23,430			18,859		179,952		20 183				
Cedar Rapids, Garner & N W																		
Chicago, Burlington & Quincy																		
Chicago, Burlington & K C																		
Kansas City, St. Joe & C. B																		
St. Louis, Keokuk & N. W																		
Chicago, Ft Madison & D.M	3,327	1,114	31	572	16	653	1,166		967			4,990	2,642	7,306	472	23	290	
Chicago, Iowa & Dakota																		
Chicago Great Western																		
Chicago, Milwaukee & St. Paul	935,735	29.314	47,208	30,219	143	15,061	*7,320				12,886	317,695	45,280	82,302	4,564	2,641	4,674	§11,652
Chicago, Rock Island & Pacific																		
Chicago & North-Western	1,341,997	28,419	57,216	26,197	47	29,482			8,269			371,515	75,483	57,735	3,875	1,331	3,903	
Chicago, St. Paul, Minn. & O	65,336	7,326	15,893	5,876	10	2,801						66,465	5,873	3,055	11		24	
Sioux City & Pacific	72,035	5,391	6,281	8,143		15,648			615			45,959	13,577	15,920	221	51	2,340	
Crooked Creek	9,082	52	16	10		16				15		598			9			
Davenport, Rock Island & N.W.																		
Dubuque & Sioux City	358,944	14,082	8,297	12,039	58	21,174			7,068		224	153,168	212	21,015	1,429	161	747	
Stacyville Railroad	6,524	78		66		1,296			35			1,409						
Des Moines Union																		
Iowa Central	288,660	62,605	8,455	3,611	22	9,505						84,180		17,539	799	380	480	
Albia & Centerville	147	531	12	175		143						771						
Iowa Northern																		
Keokuk & Western	43,292	5,151		2,870					558		‡261	22,605			150			
Mason City & Ft. Dodge	67,076	1,157	174	516		488			326			8,875		334	28			
Minneapolis & St. Louis	129,181	51,488	5,612	7 126		3,765						17,794	2,274	481			73	
Muscatine North & South	2,605	668	10,019	143		2,485						2,612	30	23	21		59	
Omaha & St Louis	16,559	1,662	884	763	211	846						19,452	40	5,603	229	159	488	
Willmar & Sioux Falls																		
Sioux City & Northern																		
Tabor & Northern																		
Wabash	30,667	2,580	3,649	1 820	91	2,762	†856					6,092	3,548	4,030		168	1,115	
Winona & Western	12,173	169	866	28		782						1,444			13	18	36	
NARROW GAUGE ROADS.																		
Burlington & Northwestern																		
Burlington & Western																		
Total	4,039,737	383,301	184,381	130,524	598	158,497	32,772		17,828	18,874	13,371	1,305,606	148,969	235,592	11,818	4,932	14,229	11,652

* Agricultural products. † Cotton. ‡ Canned goods. § Dairy products.

TABLE No. 60—TONNAGE—IOWA—CONTINUED.

RAILROADS.	PRODUCT OF MINES.						PRODUCTS OF FOREST.			MANUFACTURES.						
	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand and like articles.	Salt.	Lumber.	Trees, logs and other forest products.	Telegr'ph, telephone, electric lig't poles	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other castings and m'chin'ry	Bar and sheet metals.	Cement and lime.
Ames & College	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Atchison, Topeka & Santa Fe	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Marshalltown & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Burlington, Cedar Rapids & Northern	77,050	270,292	.....	.....	52,426	.....	239,240	.....	.....	.....	.....	.....	.....	.....	.....	31,652
Cedar Rapids, Garner & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Quincy	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Burlington & Kansas City	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Kansas City, St. Joe and Council B.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
St. Louis, Keokuk & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Ft. Madison & Des Moines	449	965	.....	4	368	724	5,149	114	.....	24	693	.....	.....	157	369	.....
Chicago, Iowa & Dakota	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago Great Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago, Milwaukee & St. Paul	932	271,735	1,175	27,896	62,529	1,346	101,569	45,476	.....	6,704	.....	16,136	.....	5,764	4,631	20,369
Chicago, Rock Island & Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Chicago & North-Western	30,227	780,456	11,770	579	65,632	1,659	194,787	36,850	.....	14,128	32,723	16,720	31,045	13,668	6,509	18,903
Chi., St. Paul, Minneapolis & Omaha	1,700	15,229	992	.....	3,673	.....	8,883	.....	.....	4,353	71	317	278	486	135	13,914
Sioux City & Pacific	6,128	94,759	518	157	1,353	2,353	41,750	6,655	.....	1,700	6,084	990	8,341	964	283	2,450
Crooked Creek	363	5,676	.....	.....	.....	.....	562	44	.....	.....	.....	.....	.....	47	.....	.....
Dubuque & Sioux City	31,850	132,282	702	.....	26,276	9,318	102,598	6,780	.....	9,275	7,945	360	2,865	5,024	4,605	31,574
Stacyville Railroad	555	892	.....	.....	.....	45	1,014	.....	.....	.....	.....	.....	.....	22	54	29
Des Moines Union	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iowa Central	13,645	468,831	32,990	.....	24,054	3,808	87,429	.....	.....	13,048	7,257	3,857	8,505	1,711	110	14,379
Albia & Centerville	157	95,228	47	.....	267	75	1,170	.....	...	49	.....	.....	.....	32	.....	224
Iowa Northern	.....	135,160	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Keokuk & Western	.....	59,455	.....	.....	.....	.....	17,450	.....	...	.....	.....	.....	.....	.....	.....	1,961
Mason City & Ft. Dodge	3,440	58,573	15	.....	7,189	391	11,229	.....	962	226	515	.....	128	701	.....	.....
Minneapolis & St. Louis	2,686	75,283	2,353	116	1,280	.....	127,534	.....	.....	1,212	651	863	20	1,218	1,152	62,957
Muscatine North & South	2,409	4,567	39	.....	1,005	.....	28,006	.....	.....	94	2,874	.....	269	223	.....	1,206
Omaha & St. Louis	1,122	62,574	401	.....	1,209	.....	21,045	3,739	.....	1,638	1,549	57	4,046	434	1,130	2,514
Willmar & Sioux Falls	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...	.....
Sioux City & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Tabor & Northern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Pacific	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Wabash	5,097	37,452	383	267	4,319	.....	10,208	4,436	.....	1,722	636	702	1,464	1,629	.....	.....
Winona & Western	773	1,397	.....	.....	2,024	...	1,830	.....	.....	182	40	.....	.....	77	.....	427
NARROW GAUGE ROADS.																
Burlington & Northwestern	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...	.....	.....	.....	.....	.....
Burlington & Western	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total	178,583	2,570,806	51,385	29,019	253,604	19,719	1,001,453	104,094	962	54,576	61,038	40,002	56,961	32,177	18,978	202,539

TABLE No. 61—TONNAGE—IOWA—CONTINUED.

RAILROADS	MANUFACTURES—Continued.						OTHER.					
	Brick.	Tile.	Agricultural implements.	Wagons, carriages, tools, etc.	Wine, liquors and beer.	Household goods and furniture.	Ice.	Merchandise.	Miscellaneous.	Grand total Iowa.	Originating on this road.	From other roads.
Ames & College												
Atchison, Topeka & Santa Fe												
Boone Valley												
Burlington, Cedar Rapids & Northern			43,651	51,687		23,778	3,045	127,675	153,733	2,246,092	1,197,441	1,048,651
Cedar Rapids, Garner & North-Western												
Chicago, Burlington & Quincy												
Chicago, Burlington & Kansas City												
Kansas City, St. Joe & Council Bluffs												
St. Louis, Keokuk & North-Western												
Chicago, Ft. Madison & Des Moines	136		652	43	724	271		1,587	3,520	39,799	28,227	11,572
Chicago, Iowa & Dakota												
Chicago Great Western												
Chicago, Milwaukee & St. Paul	38,784		6,568	5,240	8,987	17,920	6,410	260,708		2,,57,503		
Chicago, Rock Island & Pacific												
Chicago & North-Western	28,922	11,513	18,683	13,708	5,162	34,086	6,540	153,931	31,957	3,565,527	2,741,330	825,197
Chicago, St. Paul, Minneapolis & Omaha			1,675	238	1,407	3,933		37,875	17,133	2?5,022	192,816	102,206
Sioux City & Pacific	15,647	251	4,554	2,925	1,?46	4,721	350	30,518	6,573	427,697	187,620	240 047
Crooked Creek	754	123	23			38		376	7,857	25,661	24,392	1,269
Des Moines Northern & Western												
Dubuque & Sioux City	18,391	4,512	5,763	2,811	4,413	3,142	2,490	107,414	187,781	1,306,819	890,598	416,221
Stacyville Railroad	142		31	26		40		903	575	13,736	9,957	3,779
Des Moines Union												
Iowa Central	2,864	5,693	4,816	4,102	2,201	3,493		214,313	123,384	1,516,723	772,572	744,151
Albia & Centerville		196	43	37		41		935	1,400	101,660	97,188	4,472
Iowa Northern										135,160	135,160	
Keokuk & Western								21,847	20,903	196,503	116,875	79,320
Mason City & Ft. Dodge	18,565		1,083	701	1,109	790		7,311	2,154	194,056	166,413	27,643
Minneapolis & St. Louis			3,454	712	1,162	389		21,096	13,364	535,316	368,123	167,193
Muscatine North & South			64	31	14	67		1,519	6,990	68,132	50,172	17,960
Omaha & St. Louis			962	616	376	750		8,667	15,442	175,167	44,941	130,226
Sioux City & Northern												
Tabor & Northern												
Union Pacific												
Wabash	3,114		563	363	1,373	477		9,699	20,322	161,604		
Winona & Western			91	74	42	197		1,850	366	24,899	20,049	4,850
NARROW GAUGE ROADS.												
Burlington & Northwestern												
Burlington & Western												
Total	127,219	22,298	92,676	83,314	28,416	95,033	18,835	1,008,224	613,454	13,478,046	7,046,874	3,824,757

TABLE No. 62—TONNAGE—ENTIRE LINE.

RAILROADS.	PRODUCTS OF AGRICULTURE.										
	Grain.	Flour.	Other mill stuffs.	Hay.	Tobacco.	Fruit and vegetables.	Grass seed.	Broom corn.	Butter.	Eggs.	Cheese.
Ames & College											
Atchison, Topeka & Santa Fe	1,227,180	164,497	63,132	114,494	1,710	306,816	*31,298				
Boone Valley											
Burlington, Cedar Rapids & Northern	666,855	173,169	19,967	30,531		51,577	24,139		19,047		
Cedar Rapids, Garner & Northwestern											
Chicago, Burlington & Quincy											
Chicago, Burlington & Kansas City											
Kansas City, St. Joe & Council Bluffs											
St. Louis, Keokuk & Northwestern											
Chicago, Ft. Madison & Des Moines	3,327	1,114	31	572	16	653	1,116			967	
Chicago, Iowa & Dakota											
Chicago Great Western	474,488	246,805	38,448	12,006		58,761			†12,672		*7,613
Chicago, Milwaukee & St. Paul	3,636,573	598,052	242,687	112,543	35,678	246,916	‡240,376		†100,444		
Chicago, Rock Island & Pacific	1,812,137	216,549	120,355	77,385	3,879	140,952	26,105				
Chicago & North-Western	2,935,793	366,948	213,587	116,695	9,137	365,476			69,767		
Chicago, St. Paul, Minneapolis & Omaha	1,074,403	293,788	138,684	72,621	896	77,467					
Sioux City & Pacific	109,757	5,813	6,391	8,234		16,390			1,074		
Crooked Creek	9,082	52	16	10		16				15	
Davenport Rock Island & Northwestern											
Dubuque & Sioux City	358,956	14,082	8,297	12,039	58	21,174			7,069		224
Stacyville Railroad	6,524	78		66		1,296			35		
Des Moines Union											
Iowa Central	340,775	63,081	8,470	5,511	22	9,738					
Albia & Centerville	147	531	12	175		143					
Iowa Northern											
Keokuk & Western	63,665	7,575		4,221					820		a 384
Mason City & Fort Dodge	67,076	1,157	174	516		488			† 326		
Minneapolis & St. Louis	424,557	217,236	32,703	7,645		50,580	* 129				
Muscatine North & South	2,695	668	10,019	143		2,485					
Omaha & St. Louis	36,152	3,640	1,927	1,665	460	1,846					
Willmar & Sioux Falls	115,740	5,377	4,481	2,401		607	b 1,191				
Sioux City & Northern	61,337	5,913	2,234			1,304			254		
Tabor & Northern											
Union Pacific											
Wabash	1,533,356	129,012	182,434	91,004	4,523	138,094	* 42,819				
Winona & Western	62,425	867	4,442	145		4,010					
NARROW GAUGE ROADS.											
Burlington & Northwestern											
Burlington & Western											
Total	15,023,000	2,516,004	1,098,491	670,622	56,379	1,496,789	367,173		211,508	982	8,221

‡Flax and other seed. *Cotton. †Butter, eggs and cheese. aCanned goods. bOther products of agriculture.

TABLE No. 63—TONNAGE—ENTIRE LINE.

RAILROADS.	PRODUCTS OF ANIMALS.						PRODUCTS OF MINES.						Milk, included in dairy products.
	Live stock.	Dressed meat.	Other packing house products.	Poultry, game and fish.	Wool.	Hides and leather.	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand, etc.	Salt.	
Ames & College													
Atchison, Topeka & Santa Fe	872,837	53,003	62,615	34,015	17,242	12,922	50,301	1,860,922	226,141	455,637	355,646	108,496	
Marshalltown & Dakota													
Burlington, Cedar Rapids & Northern	180,856		20,187				78,766	277,400			56,710		
Cedar Rapids, Garner & Northwestern													
Chicago, Burlington & Quincy													
Chicago, Burlington & Kansas City													
Kansas City, St. Joe & Council Bluffs													
St. Louis, Keokuk & Northwestern													
Chicago, Ft. Madison & Des Moines	4,990	2,642	7,366	472	23	290	449	965		4	368	724	
Chicago, Iowa & Dakota													
Chicago Great Western	149,607	42,571	59,025	4,340	1,602	10,206	*326,746			20,608	85,665		
Chicago, Milwaukee & St. Paul	836,786	184,278	135,443	14,951	11,289	45,563	580,687	1,237,847	265,385	647,967	502,245	69,002	
Chicago, Rock Island & Pacific	725,441	64,549	97,936	34,862	7,949	12,068	168,843	1,152,775	17,520	83,817	226,634	66,239	
Chicago & North-Western	916,865	111,333	160,913	29,997	8,070	52,382	559,913	2,667,026	201,145	6,630,992	603,594	112,509	114,720
Chicago, St. Paul, Minneapolis & Omaha	270,649	28,539	18,413	12,223	1,980	3,656	141,934	345,588	37,905	28,218	145,943		
Sioux City & Pacific	83,956	13,670	17,793	221	220	2,207	11,433	104,115	705	534	7,293	2,885	
Crooked Creek	598			9			363	5,676					
Davenport, Rock Island & Northwestern													
Dubuque & Sioux City	153,216	212	21,015	1,429	161	747	31,850	132,282	702		30,054	9,318	
Stacyville Railroad	1,409						555	892				45	
Des Moines Union													
Iowa Central	102,955		18,847	86	385	480	14,393	568,655	35,531		25,434	4,400	
Albia & Centerville	771						157	95,228	47	267	75		
Iowa Northern								135,160					
Keokuk & Western	33,242			220				87,434			3,960		
Mason City & Ft. Dodge	8,875		334	28			3,449	58,573	15		7,189	391	
Minneapolis & St. Louis	37,267	5,174	5,420		809	571	17,916	142,519	5,341	180	14,333		
Muscatine North & South	2,612	36	23	21		59	2,409	4,567	39		1,005		
Omaha & St. Louis	42,469	86	12,232	500	345	1,066	2,450	136,623	876		2,640		
Willmar & Sioux Falls	10,211	8	2,007	7	13	245		2,854	15		2,629		
Sioux City & Northern	10,295		1,069	334	82	100	6,656	19,085	10	253	2,115	444	
Tabor & Northern													
Union Pacific													
Wabash	304,594	177,409	201,485		8,374	55,747	254,839	1,872,619	19,175	13,374	215,928		
Winona & Western	7,405			66	96	183	3,961	7,164			10,381		
NARROW GAUGE ROADS.													
Burlington & Northwestern													
Burlington & Western													
Total	4,757,998	683,504	842,123	134,563	58,640	198,480	2,258,661	10,915,968	810,552	7,881,846	2,299,841	374,453	114,720

*Anthracite and Bituminous

TABLE No. 64—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	PRODUCTS OF FOREST.			MANUFACTURES.							
	Lumber.	Trees, logs and cordwood.	Telegraph, telephone and electric light poles	Petroleum and other oils.	Sugar.	Iron—pig and bloom.	Iron and steel rails.	Other castings and machinery.	Bar and sheet metal.	Cement and lime	Brick.
Ames & College											
Atchison, Topeka & Santa Fe	*407,812			89,065	51,603	59,770	49,756	130,134	77,609	198,693	
Marshalltown & Dakota											
Burlington, Cedar Rapids & Northern	264,344									32,458	
Cedar Rapids, Garner & Northwestern											
Chicago, Burlington & Quincy											
Chicago, Burlington & Kansas City											
Kansas City, St. Joe & Council Bluffs											
St. Louis, Keokuk & Northwestern											
Chicago, Ft. Madison & Des Moines	5,149	114		245	693			157	369		136
Chicago, Iowa & Dakota											
Chicago Great Western	147,421		66,649	54,945	15,490	28,292	9,790	19,977	10,664	58,532	
Chicago, Milwaukee & St. Paul	1,676,653	45,647	1,857,099	160,053	7,150	228,527	123,333	139,215	58,471	422,206	
Chicago, Rock Island & Pacific	569,007	85,138		83,456	97,689	141,449	20,925	61,069	151,348		331,556
Chicago & North-Western	1,967,759	1,741,849		187,911	121,025	290,868	242,688	249,972	435,153	179,237	234,902
Chicago, St. Paul, Minn. & Omaha	769,195			23,779	35,567	38,442	47,344	37,795	6,959	89,222	
Sioux City & Pacific	46,825	6,760		1,957	6,192	1,615	7,179	1,222	336	2,952	16,044
Crooked Creek	562	44						47			754
Dubuque & Sioux City	102,796	6,780		9,275	7,945	360	2,865	5,039	4,605	31,599	18,391
Stacyville Railroad	1,014							22	54	29	142
Iowa Central	92,127			14,370	7,282	4,532	8,505	2,257	297	16,396	
Albia & Centerville	1,170			49				32		204	
Iowa Northern											
Keokuk & Western	25,662									2,884	
Mason City & Ft. Dodge	11,229		962	226	515		128	701			18,565
Minneapolis & St. Louis	314,911			9,511	3,374	2,928	130	6,023	7,816	99,735	
Muscatine North & South	28,006			94	2,874		269	223		1,206	
Omaha & St. Louis	45,948	8,161		3,575	3,381	124	8,833	946	2,467	5,489	
Willmar & Sioux Falls	487		110	132		834	143	368	2	1,272	
Sioux City & Northern	11,731			607	464	1,055	398	230		1,692	
Tabor & Northern											
Wabash	510,415	221,788		86,111	31,795	35,099	73,140	81,459			155,708
Winona & Western	14,513			935	205			393		2,194	
NARROW GAUGE ROADS.											
Burlington & Northwestern											
Burlington & Western											
Total	7,214,736	2,116,281	1,924,820	726,296	393,253	833,895	595,426	737,281	756,150	1,146,000	776,198

* Includes trees, logs and telephone poles.

TABLE No. 65—TONNAGE—ENTIRE LINE—CONTINUED.

RAILROADS.	MANUFACTURES—CONTINUED.					OTHER			Total tonnage.	Originating on own road.	Received from other lines.
	Tile.	Agricultural implements.	Wagons, carriages, tools, etc.	Wine, liquor and beer.	Household goods and furniture.	Ice.	Merchandise.	Miscellaneous.			
Ames & College											
Atchison, Topeka & Santa Fe		38,824	36,620	48,371	84,493		398,494	259,014	7,949,357	5,603,468	2,345,889
Marshalltown & Dakota											
Burlington, Cedar Rapids & Northern		43,747	51,735		24,388	3,072	127,768	156,287	2,285,003	1,367,206	917,797
Cedar Rapids, Garner & Northwestern											
Chicago, Burlington & Quincy											
Chicago, Burlington & Kansas City											
Kansas City, St. Joe & Council Bluffs											
St. Louis, Keokuk & Northwestern											
Chicago, Ft. Madison & Des Moines		652	43	724	271		1,587	3,520	39,799	28,227	11,572
Chicago, Iowa & Dakota											
Chicago Great Western		6,747	6,512	12,230	16,786		148,427	187,241	2,340,965		
Chicago, Milwaukee & St. Paul	*244,947	174,388	77,543	304,727	82,155	268,144	1,534,743	607,709	17,757,419	15,887,157	1,870,262
Chicago, Rock Island & Pacific		69,392	34,399	47,675	52,823		549,901	316,190	7,668,014		
Chicago & North-Western	31,472	194,596	226,771	235,392	183,294	437,922	1,579,672	787,061	25,574,406	21,957,024	3,617,382
Chicago St. Paul Minneapolis & Omaha		39,324	12,822	20,786	36,088		324,878	621,630	4,796,738	3,559,613	1,237,125
Sioux City & Pacific	298	4,823	3,009	1,711	5,534	53	39,015	7,840	546,056	235,053	311,003
Crooked Creek	123	23			38		376	7,857	25,661	24,392	1,269
Davenport, Rock Island & Northwestern									76,336		
Dubuque & Sioux City	4,512	5,763	2,811	4,413	3,142	2,490	107,773	187,791	1,311,235	932,942	378,293
Stacyville Railroad		31	26		40		903	575	13,736	9,957	3,779
Des Moines Union											
Iowa Central	4,129	6,808	5,067	4,915	2,692	3,970	231,459	138,028	1,742,379	1,082,930	659,449
Albia & Centerville	196	43	37		41		935	1,400	101,660	97,188	4,472
Iowa Northern									135,160	135,160	
Keokuk & Western						†1,190	32,128	29,550	292,935	176,288	116,647
Mason City & Ft Dodge		1,083	701	1,109	790		7,311	2,154	194,056	166,413	27,643
Minneapolis & St. Louis		26,187	3,468	9,776	2,102		102,141	54,901	1,605,383	1,157,523	447,860
Muscatine North & South		64	31	14	67		1,519	6,990	68,132	50,172	17,960
Omaha & St. Louis		2,100	1,342	820	1,637	58	18,922	33,654	382,434	98,105	284,329
Willmar & Sioux Falls		417	114	263	183		2,476	5,619	160,206		
Sioux City & Northern		189	72	582	101		6,845	3,680	139,121		
Tabor & Northern											
Union Pacific											
Wabash		28,156	18,156	68,672	23,857		484,964	1,016,114	8,080,220		
Winona & Western		668	377	211	1,009		9,488	1,878	133,016	107,943	25,073
NARROW GAUGE ROADS.											
Burlington & Northwestern											
Burlington & Western											
Total	285,677	644,025	481,656	762,391	521,531	716,899	5,711,725	4,436,683	83,419,427	52,676,761	12,277,804

*Iron and steel. †Vinegar pickles.

TABLE No. 66—CONSUMPTION OF FUEL BY LOCOMOTIVES—IOWA

RAILROADS.	BITUMIN'US COAL		WOOD.				TOTAL FUEL CONSUMED.			
			HARD.		SOFT.					
	Tons.	Average cost.	Cords.	Cost.	Cords.	Cost.	Tons.	Av. price at distributi'n point.	Miles run.	Av. pounds consumed per mile.
Ames & College										
Atchison, Topeka & Santa Fe										
Marshalltown & Dakota										
Burlington, Cedar Rapids & Northern	172,062.00				566.00		172,345.00		3,793,406	86.74
Cedar Rapids, Garner & N.-W										
*Chicago, Burlington & Quincy	954,680 00	$1 43			11,651.25	$1 08	960,982.00		22,147,409	86.78
a Chicago, Burlington & Kansas City	87,738.50	1.475			114.00	1.64	18,795.50		482,132	77.97
a Kansas City, St. Joe & Council Bluffs	80,145 00	1.83			981 00	1.45	80,635.50		1,929,584	83.58
St. Louis, Keokuk & N.-W	75,177 00	1.35			709.00	.85	75,531 00		1,947,598	77.56
Chicago, Ft. Madison & Des Moines	3,458 00	1 73	15.00	$2.00	88.00	3.20	3,512.00		92,510	75.93
Chicago, Iowa & Dakota	13 20									
Chicago Great Western										
Chicago, Milwaukee & St. Paul	1,471,217.00	1 81			3,904.00	2 04	1,473,169.00	$1.81	34,976,235	84.24
Chicago, Rock Island & Pacific	241,650.41	1.59	945.69	2 43			242,280.87		6,407,115	75.63
Chicago & North-Western	594,092.00	1.70	1,530.00	2.46	3,063.00	2.46	596,647.00		12,341,740	96.69
Chicago, St. Paul, Minneapolis & Omaha	23,190.00	2.40			437 00	1.02	23,409.00	2.40	507,780	92.20
Sioux City & Pacific	19,761.00	2 31			608 40	2.94	20,065.20		476,208	84.27
Crooked Creek	1,145.19	1.75					1,145.19		60,000	143.
Davenport, Rock Island & N.-W										
Dubuque & Sioux City	185,941.00	.95	880.00	1.80			186,527 67		3,597,999	103 68
Stacyville Railroad	518.00		3.00				520.00		10,776	96.51
Des Moines Union	3,475.00	1.61					3,475 00			
Iowa Central	113,036.00	1.25	1,097.00	1.81			114,000 00	1.26	2,264,256	100.00
Albia & Centerville										
Iowa Northern	1,026.00	2 00					1,026.00		10,016	20.87
Keokuk & Western	33,291.00	1.27	726.00	1.50			33,775.00		800,541	84.38
Mason City & Ft. Dodge	6,240.00	1.93	24.00	1.50			6,256.00	1.93	158,025	79.18
Minneapolis & St. Louis	19,753 00	2 63			58.00	1 64	19,782.00		538,378	73.49
Muscatine North & South	2,000 00	1 60					2,000.00		69,942	57.
Omaha & St Louis	15,524.00	1.70			215.00	2.00	15,739.00		300,693	104.85
a Willmar & Sioux Falls	14,623 00	3.61	218.00	2.70			14,768.33	3.61	389,800	75.77
Sioux City & Northern	3,010.10	3.92			8.38		3,014.30		102,251	58.96
Tabor & Northern										
a Wabash	883,786.00	.97	13,128.00	1.16			892,538.00		17,600,282	100.34
Winona & Western	1,090.01	2 50			19.40	2.19	1,109.41		29,422	
NARROW GAUGE ROADS.										
Burlington & Northwestern	2,529.00	1.60	35.00				2,552.00		27,711	70.19
Burlington & Western	7,777.00	1.60	101.00	1.50			7,844.33		221,727	70.75
Total	5,017,948.50		18,708.69		22,422.43		4,973,450.39		110,483,466	

*East of Missouri river. *a* Entire line.

TABLE No. 67—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES.

RAILROADS.	MISSISSIPPI RIVER.				MISSOURI RIVER.			
	Location of bridge.	East bound.	West bound.	Total.	Location of bridge.	East bound.	West bound.	Total.
Ames & College								
Atchison, Topeka & Santa Fe	Ft. Madison	518,983	443,930	962,913				
Boone Valley								
Burlington, Cedar Rapids & Northern								
Cedar Rapids, Garner & Northwestern								
Chicago, Burlington & Quincy	Burlington	1,295,192	1,331,073	2,626,265				
Chicago, Burlington & Kansas City								
Kansas City, St. Joe & Council Bluffs								
St. Louis, Keokuk & Northwestern								
Chicago, Ft. Madison & Des Moines								
Chicago, Iowa & Dakota								
Chicago Great Western								
Chicago, Milwaukee & St. Paul	McGregor	219,466	147,730	367,196	Council Bluffs	228,362	175,455	403,817
	Sabula	1,631,691	1,371,658	3,002,749				
Chicago, Rock Island & Pacific	Davenport	1,768,125	1,052,262	2,760,387				
Chicago & North-Western	Clinton	2,425,290	1,123,747	3,549,037				
Chicago, St. Paul, Minneapolis & Omaha					Sioux City	263,277	195,244	458,521
Sioux City & Pacific					Blair	75,935	72,166	148,101
Crooked Creek								
Des Moines Northern & Western								
Dubuque & Sioux City	Dubuque	521,145	321,346	842,491				
Stacyville Railroad								
Des Moines Union								
Iowa Central	Keithsburg	467,509	355,243	822,752				
Albia & Centerville								
Iowa Northern								
Keokuk & Western								
Mason City & Ft. Dodge								
Minneapolis & St. Louis								
Muscatine North & South								
Omaha & St. Louis								
Sioux City & Northern								
Tabor & Northern								
Union Pacific					Council Bluffs	705,066	452,522	1,257,588
Wabash								
Winona & Western								
NARROW GAUGE ROADS.								
Burlington & Northwestern								
Burlington & Western								
Total		8,786,801	6,146,989	14,933,790		1,272,640	895,387	2,268,027

TABLE No. 68—ACCIDENTS—STATE OF IOWA.

RAILROADS.	KILLED.															INJURED.														
				CAUSE OF INJURY.															CAUSE OF INJURY.												
	Passengers.	Employes.	Others.	Derailment.	Collision.	Caught in frogs or switches.	Coupling cars.	Falling from trains.	Getting on or off trains.	Highway crossings.	Miscellaneous.	Overhead obstructions.	Stealing ride.	While intoxicated.	Trespassers on track.	Passengers.	Employes.	Others.	Derailment.	Collision	Caught in frogs or switches.	Coupling cars	Falling from trains.	Getting on or off trains.	Highway crossings.	Miscellaneous.	Overhead obstructions	Stealing ride.	While intoxicated.	Trespassers on track.
Ames & College																														
Atchison, Topeka & Santa Fe																1	2	1	1			1			2				
Marshalltown & Dakota																														
Boone Valley																														
Burlington, Cedar Rapids & Northern		6	8				1	2		3	2		1		5	13	39	11	3	2	7	13	10	7	3	16		1		1
Cedar Rapids, Garner & North-Western																														
Chicago, Burlington & Quincy	1	8	28		1		1	4	3	13	7		1	1	6	2	16	14		4		1	1	4	6	12		2	1	1
Chicago, Burlington & Kansas City																1										1				
Kansas City, St. Jo & Council Bluffs			1										1				2	1						2		1				
St. Louis, Keokuk & North-Western																														
Chicago, Ft. Madison & Des Moines																														
Chicago, Iowa & Dakota																														
Chicago Great Western	1	4	3		1			1	1		4				1	10	79	19	2	7		13	8	12	4	58		1		3
Chicago, Milwaukee & St. Paul	1	17	31	1	1		2	2		1	11	1			30	5	27	17	1	5		4	3		2	18	1			15
Chicago, Rock Island & Pacific	1	3	15		4			1		2	1		4	1	6	1	7	18	4	1				1	10	1	1	6		2
Chicago, & North-Western	3	26	45	4	5		4	7	11	11	7	1	6		18	14	58	19	4	12		6	9	12	2	37		3	1	5
Chicago, St. Paul, Minn. & Omaha		1	2	1										1	1	1	2	3						1	1	2		1	1	
Sioux City & Pacific																	7	3	1				2	2		4				1
Crooked Creek																														
Davenport, Rock Island & Northwestern																														
Dubuque & Sioux City	1	4	4			1		2	3		3					3	11	7					7	5		9				
Stacyville Railroad																														
Des Moines Union																														
Iowa Central	1		1					1						1		3	163	16	2	4	3	13	14	12	1	121			3	9
Albia & Centerville																	2					1				1				
Iowa Northern																														
Keokuk & Western		1	2			1				1			1					6			1	5							
Mason City & Ft. Dodge																4	2						2		4				
Minneapolis & St. Louis																1							1						
Muscatine North & South																														
Omaha & St. Louis																23	30		23			2	4			24				
Willmer & Sioux Falls																														
Sioux City & Northern																														
Tabor & Northern																														
Union Pacific																														
Wabash			1												1		2	1					1	1						1
Winona & Western																														
NARROW GAUGE ROADS.																														
Burlington & North-Western																														
Burlington & Western			2							2																				
Total	9	70	143	6	12		8	20	18	33	35	2	14	4	68	82	449	136	41	35	11	59	59	62	29	311	2	14	6	38

MILEAGE, OFFICERS AND DIRECTORS

OF

RAILWAY COMPANIES.

MILEAGE, OFFICERS AND DIRECTORS OF RAILWAY COMPANIES.

AMES & COLLEGE RAILWAY COMPANY.

PROPERTY OPERATED

NAME.	TERMINALS.		Miles of line for each class of roads named.
	FROM—	TO—	
Ames & College	Ames	College	1.98

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the board	W. M. Greeley	Ames.
President	W. M. Greeley	Ames.
First vice-president	E. W. Stanton	Ames.
Secretary	M. K. Smith	Ames.
Treasurer	M. K. Smith	Ames.
General manager	M. K. Smith	Ames.

ORGANIZATION.

NAME OF DIRECTORS	POSTOFFICE ADDRESS.	NAME OF DIRECTORS.	POSTOFFICE ADDRESS.
W. M. Greeley	Ames, Iowa	M. Stalker	Ames, Iowa
E. W. Stanton	Ames, Iowa	C. F. Curtiss	Ames, Iowa
M. K. Smith	Ames, Iowa	Geo. H. France	Des Moines, Iowa
J. L. Budd	Ames, Iowa		

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a.* Main line. *b.* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under trackage rights.

	NAME.	TERMINALS. FROM—	TERMINALS. TO—	MILES. Each road.	MILES. Each class
1.	*a* The Atchison, T. & S. F. Ry. Co.	*Chicago, Stewart Av Cr	N. M. & Tex. state line.	1,596.47	
	b The Atchison, T. & S. F. Ry. Co.	†Ancona, Ill.	Pekin, Ill	52.52	
		La Junta, Col	Denver, Col	181.38	
		Newton, Kan	Purcell, I. T.	232.66	
		Holliday, Kan.	I. T. & Texas state line.	442.21	
		No. Lexington, Mo.	St. Joseph, Mo	76.45	
		Atchison, Kan	Topeka, Kan	50.54	
		Wilder, Kan	Hawthorne, Kan	45.41	
		Lawrence, Kan.	No. Ottawa, Kan	26.52	
		No. Ottawa, Kan	Emporia Junc., Kan.	54.26	
		Burlingame, Kan.	Alma, Kan	24.20	
		Osage City, Kan	Quenemo, Kan.	19.42	
		Burlington Junc., Kan.	Gridley, Kan	52.36	
		Colony, Kan	Yates Center, Kan	24 71	
		Chanute, Kan	Pittsburg, Kan	58.79	
		Cherry Vale, Kan	Coffeyville, Kan.	17 98	
		Chanute, Kan	Longton, Kan.	44 18	
		Benedict, Kan.	Madison Junc., Kan.	40 57	
		Independence, Kan.	Cedar Vale, Kan	54.79	
		Emporia, Kan	Moline, Kan	83.23	
		Ellinor, Kan	Bazar, Kan	6 67	
		Gladstone, Kan	Neb. state line, Kan.	156.84	
		Wichita, Kan	Pratt, Kan	79.77	
		Abilene, Kan.	Salina, Kan	22 56	
		Manchester, Kan	Barnard, Kan	43.56	
		Florence, Kan	Winfield, Kan.	72 73	
		Augusta, Kan	Mulvane, Kan.	20.41	
		Mulvane, Kan	Caldwell, Kan	37.01	
		Wellington, Kan	Hunnewell, Kan.	18.35	
		Hunnewell, Kan.	Tonkawa, O. T	25 01	
		Hutchinson, Kan	Ponca City, O. T	142.29	
		Attica, Kan	Medicine Lodge, Kan.	21.08	
		Mulvane, Kan.	Englewood, Kan.	166.38	
		Florence, Kan	Ellenwood, Kan	98.21	
		Little River, Kan	Holyrood, Kan.	26.30	
		Hutchinson, Kan.	Kinsley, Kan	83.56	
		Great Bend, Kan	Scott City, Kan	120.07	
		Larned, Kan	Jetmore, Kan.	46 53	
		Guthrie, O. T.	Pawnee, O. T	71.58	
		Pueblo, Col.	Canon City, Col.	40 23	
		Dillon, N. M	Blossburg, N. M	3.47	
		Las Vegas, N. M	Hot Springs, N. M.	8 09	
		Lamy, N. M.	Santa Fe, N. M	18.13	
		Socorro, N. M	Magdalena, N. M	27 39	
		Rincon, N. M	Deming, N. M	54.33	
		Nutt, N. M.	Lake Valley, N. M	13 52	
		Deming, N. M	Silver City, N. M	47.46	
		Whitewater, N. M	Santa Rita, N. M.	18 81	
		Hanover, N. M	Fierro, N. M	6.66	
		‡Niotaze, Kan	Owasso, I. T.	57 79	4,743.35
2.	R. G. & E. P. Railroad	N. M. & Texas line	El Paso, Texas		20.17
5.	Fremont, E. & M. V. Railroad	Nebraska state line	Superior, Neb	2.53	
	Toledo, Peoria & Western Railway	Streator Junction, Ill.	Pekin Junction, Ill	5.91	
	Kansas City Belt Railway	Big Blue Junction, Mo.	Kansas City, Mo	6.44	
	Missouri Pacific Railway	Niotaze, Kan.	State line, Kan.	6 61	
	Chicago, Rock Island & Pacific Ry.	St. Joseph, Mo.	Atchison, Kan.	19.56	
	Chicago & W. I. Railway	Chi ,Dearborn St. Sta. Ill	Stewart Ave. Cross., Ill.	1.43	42.48
	Total operated				4,806.00

* Exclusive of 6.44 miles of rented track, Big Blue Junction to Kansas City, Mo.
† Exclusive of 5.91 miles of rented track, Streator Junction to Pekin Junction.
‡ Exclusive of 6.61 miles of rented track, Niotaze to state line.

OFFICERS.

NAME.	TITLE.	LOCATION OF OFFICE.
Aldace F. Walker	Chairman of the Board	New York.
E. P. Ripley	President	Chicago
E. D. Kenna	First vice-president and general solicitor	Chicago.
Paul Morton	Second vice-president	Chicago.
J. M. Barr	Third vice-president	Chicago.
E. Wilder	Secretary and treasurer	Topeka.
L. C. Deming	Assistant secretary	New York.
H. W. Gardiner	Assistant treasurer	New York.
Victor Morawetz	General counsel	New York.
D. J. Sheehan	Deputy comptroller	New York.
H. C. Whitehead	General auditor	Chicago.
W E. Baley	Assistant general auditor	Chicago.
W. B. Biddle	Freight traffic manager	Chicago.
W. A. Bissell	Assistant traffic manager	San Francisco
J. E. Gorman	General freight agent	Chicago.
F. C. Maegly	Assistant general freight agent	Topeka.
J. W. Tedford	Assistant general freight agent	Chicago.
Geo. T Nicholson	Passenger traffic manager	Chicago.
W. J. Black	General passenger agent	Topeka.
C. A. Higgins	Assistant general passenger agent	Chicago.
P. Walsh	General baggage agent	Topeka.
I. S. Lauck	Auditor of disbursements	Topeka.
W. J. Healy	Auditor of freight receipts	Topeka.
C. M. Atwood	Auditor of passenger receipts	Topeka.
W. E. Hodges	General purchasing agent	Chicago.
H. U. Mudge	General manager	Topeka.
Jas. Dun	Chief engineer	Topeka.
C. F. Ressegule	General superintendent	Topeka.
J. S. Hobson	Signal engineer	Topeka.
John Player	Superintendent of machinery	Topeka.
C. W. Kouns	Superintendent of car service	Topeka.
C. G. Sholes	Superintendent of telegraph	Topeka.
J. D. M. Hamilton	Claims attorney	Topeka.
E. T. Cartlidge	Tax commissioner	Topeka.
J. P. Kaster, M. D.	Chief surgeon	Topeka.

ORGANIZATION.

NAME OF DIRECTORS.	POSTOFFICE ADDRESS.	NAME OF DIRECTORS.	POSTOFFICE ADDRESS.
Edward J. Berwind	New York	Aldace F. Walker	New York
Geo. A. Nickerson	Boston	William Rotch	Boston
R. Somers Hayes	New York	Cyrus K. Holliday	Topeka, Kan
Andrew C. Jobes	Wichita, Kan	N. Rieman Duval	New York
George G. Haven	New York	Thomas P. Fowler	New York
Edward N. Gibbs	New York	Chas. S. Gleed	Topeka, Kan.
Benjamin P. Cheney	Boston	Victor Morawetz	New York
Edward P. Ripley	Chicago		

NOTE—Term of Director expires on second Thursday in December, of year opposite name.

1. Total number of Stockholders at date of last election 12,472.
2. Date of last meeting of Stockholders for election of Directors, December 14, 1899.
3. Give postoffice address of General Office, Topeka, Kansas.
4. Give postoffice address of Operating Office, Topeka, Kansas.

MARSHALLTOWN & DAKOTA RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Marshalltown & Dakota Railway company	Fraser, Iowa.....	Gowrie. Iowa.	21

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Hamilton Browne.....	Boone, Iowa.
First Vice-President	S. T. Meservey	Fort Dodge, Iowa.
Secretary.....	T. W. Carpenter	Boone, Iowa.
Auditor.....	William A. Kelly	Fraser, Iowa.
General Manager	M. F. Collins.....	Fraser, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Hamilton Browne	Boone, Iowa.	T. W. Carpenter	Boone, Iowa.
S. T. Meservey	Fort Dodge, Iowa.	William A. Kelly	Fraser, Iowa.
J. J. Wright.....	Chicago, Ill.		

Date of expiration of term, May 1901.

1. Total number of Stockholders at date of last election..... 11
2. Date of last meeting of Stockholders for election of Directors..... May, 1900
3. Give postoffice address of General Office..... Fraser, Iowa
4. Give postoffice address of Operating Office ..... Fraser, Iowa

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Burlington, Cedar Rapids & Northern Ry—				
a Main line	Burlington, Iowa..	Albert Lea, Minn..	.....	*a*241.82
b Milwaukee division	Linn Jct., Iowa....	Postville, Iowa.....	94.13	.....
Muscatine division	Muscatine, Iowa...	Riverside, Iowa....	30.58	.....
Pacific division	Vinton, Iowa.....	Holland, Iowa.....	48.12	172.83
Davenport division	Bennett, Iowa.....	Davenport, Iowa...	31.51	31.51
2. Iowa City & Western railway	Iowa City, Iowa....	What Cheer, Iowa..	57.22	.....
b Montezuma branch	Thornburg, Iowa..	Montezuma, Iowa..	15.80	73.02
2. Cedar Rapids, Iowa Falls & N. W. Ry....	Holland, Iowa.....	Watertown, S.D....	.....	327.98
b Dows extension	Dows, Iowa.....	Estherville, Iowa...	108.90	.....
Hayfield branch	Garner, Iowa.....	Hayfield, Iowa.....	6.42	.....
Lake Park branch	Lake Park, Iowa...	Hardwick, Iowa....	53.31	.....
Sioux Falls branch	Ellsworth, Minn...	Sioux Falls, S. D..	42.49	.....
Trosky branch	Trosky, Minn.....	Jasper, Minn.....	9.18	220.30
2. Cedar Rapids & Clinton railway	Iowa City, Iowa....	Clinton, Iowa.....	79.20	.....
b Quarry line	Near Plato, Iowa...	Quarry, Iowa.....	2.74	81.94
2. Chicago, Decorah & Minnesota railway....	Postville Jct., Iowa	Decorah, Iowa.....	23.30	23.30
4. Waverly Short Line	Waverly Jct., Iowa	Waverly, Iowa.....	5.68	5.68
5. Iowa Central railway	Manly Jct., Iowa..	Northwood.....	11.39	11.39
Total	.....	.....	.....	1,189.77

a Length of main line operated is 253.21 miles, which includes 11.39 miles of railway leased from the Iowa Central railway, and runs from Manly Junction, Iowa, to Northwood, Iowa.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	R. R. Cable	Chicago, Ill.
President	C. J. Ives	Cedar Rapids, Iowa.
Vice-President	Robert Williams	Cedar Rapids, Iowa.
Secretary	S. S. Dorwart	Cedar Rapids, Iowa.
Treasurer	H. H. Hollister	New York, N. Y.
Assistant Treasurer	S. S. Dorwart	Cedar Rapids, Iowa.
General Solicitor	S. K. Tracy	Cedar Rapids, Iowa.
General Auditor	J. C. Broeksmit	Cedar Rapids, Iowa.
Chief Engineer	H. F. White	Cedar Rapids, Iowa.
General Superintendent	Robert Williams	Cedar Rapids, Iowa.
Superintendent	George A. Goodell	Cedar Rapids, Iowa.
Division Superintendent	W. P. Ward	Cedar Rapids, Iowa.
Assistant Superintendent	P. A. Murphy	Cedar Rapids, Iowa.
Superintendent of Telegraph	T. S. Spaford	Cedar Rapids, Iowa.
General Freight Agent	T. H. Simmons	Cedar Rapids, Iowa.
Assistant General Passenger Agent	John G. Farmer	Cedar Rapids, Iowa.
Assistant General Ticket Agent	John G. Farmer	Cedar Rapids, Iowa.
General Baggage Agent	John G. Farmer	Cedar Rapids, Iowa.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY CO.—CONTINUED.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. C. Peasley	Chicago, Ill.	A. Kimball	Davenport, Iowa.
W. G. Purdy	Chicago, Ill.	F. H. Griggs	Davenport, Iowa.
Robert Mather	Chicago, Ill.	Geo. W. Cable	Davenport, Iowa.
J. W. Blythe	Burlington, Iowa.	Thomas Hedge	Burlington, Iowa.
C. P. Squire	Burlington, Iowa.	J. Karskadden	Muscatine, Iowa.
William Carson	Burlington, Iowa.	C. J. Ives	Cedar Rapids, Iowa.
R. R. Cable	Chicago, Ill.		

1. Total number of stockholders at date of last election, 283.
2. Date of last meeting of stockholders for election of directors, May 22, 1900.
3. Give postoffice address of general office, Cedar Rapids, Iowa.
4. Give postoffice address of operating office, Cedar Rapids, Iowa,

CEDAR RAPIDS, GARNER & NORTHWESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock; *a* main line.
3. Line operated under lease for specified sum.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM.	TO.	
1. Cedar Rapids, Garner & Northwestern	Hayfield Junction.	Titonka	18.38
3. Burlington Cedar Rapids & Northern	Garner	Hayfield	8.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	A. C. Ripley	Garner, Iowa.
First Vice-President	J. N. Sprole	Garner, Iowa.
Secretary	H. H. Bush	Garner, Iowa.
Treasurer	H N. Brockway	Garner, Iowa.
Auditor	W. J. Easterly	Garner, Iowa.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
A. C. Ripley	Garner, Iowa.	C. T. Lynde	Rock Island, Ill.
J. N. Sprole	Garner, Iowa.	W. Shattuck	Garner, Iowa.
H. N. Brockway.	Garner, Iowa.	H. H. Busch	Garner, Iowa.
O. Mitchell	Rock Island, Ill.		

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a*. Main line. *b*. Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Chicago, Burlington & Quincy railroad	Chicago, Ill	Pacific Junction, Iowa	482.44	
	Galesburg, Ill.	Quincy, Ill.	101.83	
Burlington & Missouri River railroad	Galesburg, Ill.	Peoria, Ill	52.77	
	Pacific Junction, Iowa	Kearney, Neb	195.29	
1. *b* Chicago, Burlington & Quincy railroad	Aurora, Ill	West Chicago, Ill	12.35	832.33
	Yates City, Ill.	Lewiston, Ill	30.13	
Peoria & Hannibal railroad	Lewiston, Ill	Rushville, Ill	32.66	
Chicago & Iowa railroad	South Aurora, Ill	Forreston, Ill	78.44	
Chicago, Rockford & Northern railroad	Flag Center, Ill	Rockford, Ill	23.50	
Ottawa, Oswego & Fox River railroad	Geneva, Ill	Streator, Ill	67.25	
Illinois Valley & Northern railroad	Streator, Ill	Walnut, Ill	58.76	
Chicago & Rock River railroad	Shabbona Ill	Sterling, Ill	47.98	
Joliet, Rockford & Northern railroad	Sheridan Junction, Ill	Paw Paw, Ill	19.54	
Illinois Grand Trunk railroad	Mendota, Ill	Fulton, Ill.; Clinton, Iowa	65.35	
Dixon, Peoria & Hannibal railroad	Buda, Ill	Elmwood, Ill	44.51	
Galesburg & Rio railroad	Galesburg, Ill.	Rio, Ill	12.22	
American Central railroad	Galva, Ill	New Boston, Ill.	50.63	
Dixon & Quincy railroad	Keithsburg Junction, Ill	Keithsburg, Ill	6.25	
Carthage & Burlington railroad	Carthage Junction, Ill	Carthage, Ill	70.20	
Quincy & Warsaw railroad	Carthage, Ill	Quincy, Ill		
St. Louis, Rock Island & Chicago	Sterling, Ill	Barstow, Ill	40.44	
	Rock Island, Ill	East Aiton, Ill	227.71	
	Gladstone, Ill.	Keithsburg, Ill	17.13	
Quincy, Alton & St. Louis railway	Quincy, Ill.	East Louisana, Ill.	46.36	
		East Hannibal, Ill		
Albia, Knoxville & Des Moines railroad	Albia, Iowa	Knoxville, Iowa	32.97	
Des Moines & Knoxville railroad	Knoxville, Iowa	Des Moines, Iowa	34.97	
Burlington & Missouri railroad	Chariton, Iowa	Leon, Iowa	36.72	
	Creston, Iowa	State Line, Mo.	42.75	
	Red Oak, Iowa	Hamburg, Iowa.	39.17	
Leon, Mt. Ayr & Southwestern railroad	Leon, Iowa	Grant City, Mo	57.72	
	Bethany Junction, Iowa	Albany, Mo	46.22	

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
St. Joseph & Des Moines railroad	Albany, Mo.	St. Joseph, Mo.	48.09	
Grant City & Southern railroad	Grant City, Mo.	Albany Junction, Iowa.	19.93	
Chariton, Des Moines & Southern railroad	Chariton, Iowa	Indianola, Iowa	33.16	
Creston & Northern railroad	Creston, Iowa	Fontanelle, Iowa	27.50	
Western Iowa railroad	Fontanelle, Iowa	Cumberland, Iowa	20.33	
Brownville & Nodaway Valley railroad	Villisca, Iowa	Burlington Junction, Mo.	35.00	
Clarinda, Colorado Springs & Southwestern railroad	Clarinda, Iowa	Northboro, Iowa	15.89	
Red Oak & Atlantic railroad	Red Oak, Iowa	Griswold, Iowa.	18.04	
Nebraska City, Sidney & Northeastern railroad	Hastings, Iowa	Sidney, Iowa	21.12	
Hastings & Avoca railroad	Hastings, Iowa	Carson, Iowa	15.79	
Keokuk & St. Paul railroad	Burlington, Iowa	Keokuk, Iowa	42.33	
Humeston & Shenandoah railroad	Van Wert, Iowa	Shenandoah, Iowa	95.45	
Chicago, Burlington Northern railroad	Oregon, Ill.	St. Paul, Minn.	319.04	
	Fulton, Ill.	Savanna, Ill.	16.72	
	Galena Junction, Ill.	Galena, Ill	3.82	
	East Winona, Wis.	Winona, Minn.	1.34	
	At Dubuque, Iowa.		.53	
Republican Valley railroad	York, Neb.	Central City, Neb	41.35	
	Nemaha, Neb.	Salem, Neb.	17.60	
	Nemaha, Neb.	Beatrice, Neb	65.20	
	Beatrice, Neb.	Wymore, Neb.	11.87	
	Hastings, Neb.	Colorado State Line.	239.41	
	Aurora, Neb.	Grand Island, Neb.	18.51	
	Aurora, Neb.	Hastings, Neb.	27.75	
	Table Rock, Neb.	Amboy, Neb	142.84	
Omaha & Southwestern railroad	Omaha, Neb.	Oreaplis, Neb.	16.88	
	Crete, Neb.	Beatrice, Neb.	30.09	
Nebraska railway	Nemaha, Neb.	York, Neb	135.78	
	Nebraska City, Iowa	Bridge Line, Neb.	2.12	
Lincoln & Northwestern railroad	Lincoln, Neb.	Columbus, Neb.	73.49	
Atchison & Nebraska railroad	Atchison, Kan	Lincoln, Neb.	144.95	
	Rulo Bridge Line		3.42	
St. Joseph & Nebraska railroad	Napier, Mo.	Boswell, Mo	5.86	
Nebraska & Colorado railroad	Chester, Neb.	Fairmont, Neb	45.19	
	Kenesaw, Neb.	Oxford, Neb	60.67	
	Dewitt, Neb.	Colorado State Line.	298.32	
	Edgar, Neb.	Superior, Neb.	26.53	
Chicago, Nebraska & Kansas railroad	Odell Junction, Neb	Concordia, Kan.	71.04	
Republican Valley, Kansas & Southwestern railroad	Republican Neb.	Oberlin, Kan	78.23	
Oxford & Kansas railroad	Orleans, Neb.	Kansas State Line.	59.61	
Burlington & Colorado railroad	Colorado State Line, Neb	Denver, Colo.	174.89	

Colorado & Wyoming railroad	Colorado State Line, Neb	Wyoming State Line, Colo	144.58	
1. & Cheyenne & Burlington railroad	Colorado State Line, Wyo	Cheyenne, Wyo	29.01	
Beaver Valley railroad	Nebraska State Line	St. Francis, Kan	74.18	
Lincoln & Black Hills railroad	Central City, Neb	Erickson, Neb	62.94	
	Greeley Center, Neb	Burwell, Neb	40.38	
	Palmer, Neb	Sargent, Neb	73.29	
Grand Island & Wyoming Central railroad	Grand Island, Neb	Wyoming State Line, S.D	401.32	
	Edgemont Junction, S. D	Deadwood, S.D	106.40	
	Minnekahta, S.D	Hot Springs, S.D	13.34	
	Englewood, S.D	Spearfish, S.D	31.91	
	Hill City Junction, S.D	Keystone, S.D	9.50	
Grand Island & Northern Wyoming railroad	Wyoming State Line, S.D	Montana State Line, Wyo	229.59	
	New Castle, Wyo	Cambria, Wyo	7.00	
Big Horn Southern railroad	Montana State Line, Wyo	Huntley, Mont	101 74	
Denver, Utah & Pacific railroad	Denver, Colo	Utah Junction, Colo	3.00	
	Burns Junction, Colo	Lyons Tower, Colo	32.67	
Republican Valley & Wyoming railroad	Culbertson, Neb	Imperial, Neb	49 17	
Omaha & North Platte railroad	Omaha, Neb	Schuyler, Neb	80.59	
Nebraska, Wyoming & Western railroad	Alliance Junction, Neb	Guernsey, Wyo	128.58	
	Northport, Neb	Bridgeport, Neb	2.74	
				5,389.54
5. Pennsylvania Company	At Chicago, Ill		1.22	
Chicago & North-Western railway	At Clinton, Iowa and Illinois		1.06	
Quincy Bridge & railway	At Quincy, Ill		.24	
Wabash railroad	East Hannibal, Ill	Hannibal, Mo	1.33	
Chicago & Alton railroad	East Louisiana, Ill	Louisiana, Mo	2.07	
Indianapolis & St. Louis railroad	Alton, Ill	East St. Louis, Ill	22.30	
Keokuk & Western railroad	Van Wert, Iowa	Humeston, Iowa	17.08	
St. Clair, Madison St. Louis Belt railroad	Alton, Ill	West Alton, Mo	2.75	
St. Louis, Keokuk & Northwestern	West Alton, Mo	St. Louis, Mo	16.81	
St. Louis Merchants Bridge & Terminal railroad	At St. Louis, Mo		3.88	
Kansas City, St. Joe & Council Bluffs railroad	Pacific Junction, Iowa	Council Bluffs, Iowa	16.52	
	Hamburg, Iowa	Nebraska City Junction, Iowa	6.97	
	State Line, Iowa	Hopkins, Mo	1.86	
	At Northboro, Iowa		1.93	
	Nebraska City Bridge Con	Nebraska City, Neb	3.65	
	Napier, Mo	St. Joseph, Mo	37.28	
Colorado & Southern railway	Utah Junction, Colo	Burns Junction, Colo	11.30	
Northern Pacific railroad	Huntley, Mont	Billings, Mont	12.62	
Hannibal & St. Joseph railroad	At St. Joseph, Mo		.07	
Missouri, Kansas & Texas railway	At Hannibal, Mo		.25	
Hannibal M. D. Company	At Hannibal, Mo		.15	
Illinois Central railway	Portage Curve, Ill	East Dubuque, Ill	13.24	
Dunleith & Dubuque bridge	East Dubuque, Ill	Dubuque, Iowa	.66	
St. Paul Union Depot company	At St. Paul, Minn		.53	
Great Northern Railway line	St. Paul, Minn	Minneapolis, Minn	11.65	
Minneapolis Union railway	At Minneapolis, Minn		2.21	
Winona Bridge & Railway	East Winona, Wis	Winona, Minn	.98	190 61
Total mileage operated				6,412 48

CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	Francis W. Hunnewell	Boston, Mass.
President	C. E. Perkins	Burlington, Iowa.
First Vice-President	J. C. Peasley	Chicago, Ill.
Second Vice-President	Geo. B. Harris	Chicago, Ill.
Secretary	T. S. Howland	Boston, Mass.
Treasurer	J. C. Peasley	Chicago, Ill.
General Solicitor	J. W. Blythe	Burlington, Iowa.
General Auditor	C. I. Sturgis	Chicago, Ill.
General Manager	W. C. Brown	Chicago, Ill.
Chief Engineer	W. L. Breckinridge	Chicago, Ill.
General Superintendent	J. D. Besler	Chicago, Ill.
Division Superintendent	O. E. Stewart	Ottumwa, Iowa.
Division Superintendent	J. H. Duggan	Creston, Iowa.
Superintendent Iowa lines	C. M. Levey	Burlington, Iowa.
Superintendent of Telegraph	W. W. Ryder	Chicago, Ill.
General Freight Agent	Thos. Miller	Chicago, Ill.
Assistant General Freight Agents	W. B. Hamblin, E. R. Puffer	Chicago, Ill.
General Passenger and Ticket Agent	P. S. Eustis	Chicago, Ill.
Assistant General Passenger and Ticket Agent	W. A. Lalor	Chicago, Ill.
General Baggage Agent	E. A. Sadd	Chicago, Ill.
Land Commissioner	W. W. Baldwin	Burlington, Iowa.

DIRECTORS.

NAME	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
F. W. Hunnewell	Boston, Mass.	William Endicott, Jr	Boston, Mass.
Nathaniel Thayer	Boston, Mass.	Richard Olney	Boston, Mass.
Charles J. Paine	Boston, Mass.	Edward W. Hooper	Boston, Mass.
Charles E. Perkins	Burlington, Iowa.	James H. Smith	New York, N. Y.
T. Jefferson Coolidge	Manchester, Mass.	J. Malcom Forbes	Boston, Mass.
George P. Gardner	Boston, Mass.		

1. Total number of stockholders at date of last election, 13,081.
2. Date of last meeting of stockholders for election of directors, November 1st, 1899.
3. Give postoffice address of general office, 209 Adams street, Chicago, Ill.
4. Give postoffice address of operating office, 209 Adams street, Chicago, Ill.

CHICAGO, BURLINGTON & KANSAS CITY RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. / *b* Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. Chicago, Burlington & Kansas City Railway	Viele, Iowa	Bloomfield, Iowa	59.79	
	Moulton, Iowa	Canallton, Mo	121.77	181.56
5. Chicago, Burlington & Quincy Railroad	Burlington, Iowa.	Viele, Iowa	25.28	
Wabash Railroad	Bloomfield, Iowa.	Moulton, Iowa	14.11	39.39
Total				220.95

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. W. Baldwin	Burlington, Iowa	H. B Scott	Burlington, Iowa
J. W. Blythe	Burlington, Iowa	W. F. McFarland	Burlington, Iowa
J. C. Peasley	Chicago, Ill		

1. Total number of stockholders at date of last election. 6.
2. Date of last meeting of stockholders for election of directors. May 16, 1900.
3. Give postoffice address of general office, St. Joseph, Mo
4. Give postoffice address of operating office, St. Joseph, Mo.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE
President	W. W. Baldwin	Burlington, Iowa.
First Vice-President	J. C. Peasley.	Chicago, Ill.
Second Vice-President	Geo. B Harris.	Chicago, Ill.
Secretary	H. E. Jarvis	Burlington, Iowa.
Treasurer	J. C. Peasley.	Chicago, Ill.
General Solicitors	Spencer & Mossman.	St. Joseph, Mo.
Attorney	H. H. Trimble	Keokuk, Iowa.
General Auditor	C. I. Sturgis	Chicago, Ill.
Auditor	C. M. Carter	St. Joseph, Mo
Assistant Auditor	Ben L. Crosly	St. Joseph, Mo.
General Manager	Howard Elliott.	St. Joseph, Mo.
Chief Engineer	L. F. Goodale	St. Joseph, Mo.
General Superintendent.	S. E. Crance	St. Joseph, Mo.
Superintendent	W. E. Cunningham	Hannibal, Mo.
Superintendent of Telegraph	T. J. Lewis.	Hannibal, Mo.
General Freight Agent	D. O Ives	St Louis, Mo.
Assistant General Freight Agent.	William Gray.	St Lodis, Mo
General Passenger Agent.	L. W. Wakeley.	St. Louis, Mo.
Assistant General Passenger Agent.	O. L. Grice.	St Louis. Mo.
General Baggage Agent.	E A. Sadd.	Chicago, Ill.

KANSAS CITY, ST. JOE & COUNCIL BLUFFS.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

	NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named
1.	Kansas City, St. Joe & Council Bluffs R. R.	Through Kansas City yards		.44	
	a Main line	Harlem, Mo	Council Bluffs, Ia.	189.37	189.81
	b Branches	East Leavenworth	Stillings	1.05	
		Armour	Winthrop	2.96	
		Amazonia	Hopkins	50.44	54.45
2.	Nodaway Valley railroad	Bigelow	Burlington Jct	31.54	
	Tarkio Valley railroad	Corning	Northboro	27.61	59.15
3.	None.				
4.	None.				
5.	Hannibal & St. Joe railroad	Kansas City U. D.	Harlem	1.72	
	Chicago, Burlington & Quincy railroad	Council Bluffs	U. P. transfer	1.57	
	Leavenworth Bridge & Terminal company	Stillings	Leavenworth	1.73	
	Atchison, U. D. Railroad company / Atchison, Eastern Bridge company	Winthrop	Atchison U. D.	1.07	6.09
	Total				309.50

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	C. E. Perkins	Burlington, Iowa.
First Vice-President	J. C. Peasley	Chicago, Ill.
Second Vice-President	Geo. B. Harris	Chicago, Ill.
Secretary	T. S. Howland	Boston, Mass.
Treasurer	J. C. Peasley	Chicago, Ill
General Solicitors	Spencer & Mosman	St. Joe, Mo.
General Auditor	C. I. Sturgis	Chicago, Ill.
Auditor	C. M. Carter	St. Joe, Mo.
Assistant Auditor	Ben L. Crosby	St. Joe, Mo.
General Manager	Howard Elliott	St. Joe, Mo.
Chief Engineer	L. F. Goodale	St. Joe, Mo.
General Superintendent	S. E Crance	St. Joe, Mo.
Superintendent	G. M. Hohl	St. Joe, Mo.
Assistant Superintendent	R. K. Smith	St. Joe, Mo.
Superintendent of Telegraph	I. T. Dyer	St. Joe, Mo.
General Freight Agent	D O. Ives	St. Louis, Mo.
Assistant General Freight Agent	Wm. Gray	St. Louis, Mo.
General Passenger Agent	L. W. Wakeley	St. Louis, Mo.
Assistant General Passenger Agent	C. L. Grice	St. Louis, Mo.
General Baggage Agent	E. A. Sadd	Chicago, Ill.

KANSAS CITY, ST. JOE & COUNCIL BLUFFS—CONTINUED.

DIRECTORS

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
C E. Perkins	Burlington, Iowa.	T. J. Coolidge	Manchester, Mass.
F. W. Hunnewell	Boston, Mass.	Howard Elliott	St. Joseph, Mo.
J. Malcom Forbes	Boston, Mass.	O. M. Spencer	St. Joseph, Mo.
C. J. Paine	Boston, Mass	C. M. Carter	St. Joseph, Mo.
Richard Olney	Boston, Mass.		

1. Total number of stockholders at date of last election, 16.
2. Date of last meeting of stockholders for election of directors, March 6, 1900.
3. Give postoffice address of general office, St. Joseph, Mo
4. Give postoffice address of operating office, St. Joseph, Mo

ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. *b* Branches and spurs.
5 Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* St. Louis, Keokuk & N.-W. R. R. Co	Keokuk, Iowa	West Quincy, Mo.	36.66	
	Moody, Mo	Hannibal, Mo	13 25	
	Hannibal, Mo	Louisiana, Mo	25.32	
	Louisiana, Mo	F'nklin Av., St. L.	91.51	
	At N. Market, St.	St. Louis, Mo	.04	
				166.78
b St. Louis, Keokuk & N.-W. R. R. Co	Cuivre Jct., Mo	St. Peters, Mo	10.55	
	Mt. Pls. Jct., Ia.	Keokuk, Iowa	48.01	
	At West Alton		.46	
				59.02
5. Quincy Bridge Co. and C. B. & Q. R. R. Co.	West Quincy, Mo.	Quincy, Ill.	3.77	
Hannibal & St. Joseph Railroad Co.	West Quincy, Mo.	Moody, Mo.	4.07	
Wabash Railroad company	Hannibal, Mo.	Hannibal, Mo.	.42	
Missouri, Kansas & Texas Railway	Hannibal, Mo	Hannibal, Mo.	.32	
Hannibal U. D. company	At Hannibal, Mo	At Hannibal, Mo	.15	
Chicago & Alton Railroad	Louisiana, Mo.	Louisiana, Mo.	.34	
Chicago, Burlington & Quincy Railroad	Mt Pls. Jct., Ia.	Mt. Pleasant, Ia.	.42	
Keokuk & Hamilton Bridge company	At Keokuk, Iowa.		.03	
Terminal Railroad Ass'n of St. Louis	N. M. St., St. L.	Union depot, St. L.	3.88	
St. C. M. St. L. B. Railroad	West Alton	Alton	2.64	
	At Alton		.29	
St. L., C. & St. P. Railway	At Alton		.22	
C. C. C. & St. L. Railway	Alton	East St. Louis	22.85	
Chicago, Burlington & Quincy Railroad	At E. St. Louis		.97	
				40.37
Total				266 17

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. W. Baldwin	Burlington, Iowa.
First Vice-President	J. C. Peasley	Chicago, Ill.
Second Vice-President	Geo. B. Harris	Chicago, Ill.
Secretary	W. C. Maxwell	Keokuk, Iowa.
Treasurer	J. C. Peasley	Chicago, Ill.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY—CONTINUED.

OFFICERS—CONTINUED.

TITLE.	NAME.	LOCATION OF OFFICE.
General Solicitors	Spencer & Mosman	St. Joseph, Mo.
Attorney, or General Counsel	H. H Trimble	Keokuk, Iowa.
General Auditor	C. I. Sturgis	Chicago, Ill
Auditor	C. M. Carter	St. Joseph, Mo.
Assistant Auditor	Ben. L. Crosby	St. Joseph, Mo.
General Manager	Howard Elliott	St. Joseph Mo.
Chief Engineer	L. F. Goodale	St. Joseph, Mo.
General Superintendent	S. E. Crance	St. Joseph, Mo.
Superintendent	W. E. Cunningham	Hannibal, Mo.
Superintendent of Telegraph	T. J. Lowrie	Hannibal, Mo.
General Freight Agent	D. O. Ives	St. Louis, Mo.
Assistant General Freight Agent	Wm. Gray	St. Louis, Mo.
General Passenger Agent	L. W. Wakeley	St. Louis, Mo.
Assistant General Passenger Agent	C. L. Grice	St. Louis, Mo.
General Baggage Agent	E. A. Sadd	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
C. E. Perkins	Burlington, Iowa.	F. W. Hunnewell	Boston, Mass.
C. J. Paine	Boston, Mass.	W. W. Baldwin	Burlington, Iowa.
J. Malcolm Forbes	Boston, Mass.		

1. Total number of stockholders at date of last election, 6.
2. Date of last meeting of stockholders for election of directors, April 25, 1900.
3. Give postoffice address of general office, St. Joseph, Mo.
4. Give postoffice address of operating office, St. Joseph, Mo.

CHICAGO, FT. MADISON & DES MOINES RAILROAD.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.

NAME.	TERMINALS		Miles of line for each road named.
	FROM—	TO—	
1. *a* Chicago, Ft. Madison & Des Moines Railroad Co.	Ft. Madison, Ia.	Ottumwa, Iowa.	71

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. W. Blythe.	Burlington, Iowa.
First Vice-President	E. H. Skinner	Birmingham, Iowa.
Secretary	H. E Jarvis	Burlington, Iowa.
Treasurer	J. C. Peasley.	Chicago, Ill.
Attorney	Casey & Stewart	Ft. Madison, Iowa.
Auditor	C. J. Sturgis	Chicago, Ill.
Assistant Auditor and Cashier	J. P. Irving	Ft. Madison, Iowa.
General Manager	E. F. Potter	Ft. Madison, Iowa.
Chief Engineer	E. F. Potter	Ft. Madison, Iowa.
Division Superintendent	G. D. Hutchinson	Ft. Madison, Iowa.
General Freight Agent	E. F. Potter	Ft. Madison, Iowa.
General Passenger Agent	E. F Potter	Ft. Madison, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. W. Blythe.	Burlington, Iowa.	C. P. Squies	Burlington, Iowa.
W. W. Baldwin.	Burlington, Iowa.	C. M. Levy	Burlington, Iowa.
H. B Scott	Burlington, Iowa.	W. D. Eaton.	Burlington, Iowa.
W. F. McFarland.	Burlington, Iowa.	H. E. Jarvis.	Burlington, Iowa.
E. M. Shelton.	Burlington, Iowa.		

1. Total number of stockholders at date of last election, 17.
2. Date of last meeting of stockholders for election of directors, December 5, 1899.
3. Give postoffice address of general office, Ft. Madison, Iowa.
4. Give postoffice address of operating office, Ft. Madison, Iowa.

CHICAGO, IOWA & DAKOTA RAILWAY.

PROPERTY OPERATED.

1. Railroad line operated by capital stock: *a* Main line.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. *a* Chicago, Iowa & Dakota Railway company	Eldora Jct	Alden.	26.40

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Conrad Miller	Bangor, Pa.
First Vice-President.	Clarence Mitchell	New York city.
Secretary	H. N. Brockway	Garner, Iowa.
Treasurer	J. D. Newcomer	Eldora, Iowa.
Attorney, or General Counsel.	C. E. Albrook	Eldora, Iowa.
Auditor	H. C. Stuart	Eldora, Iowa.
General Manager	H. C. Stuart	Eldora, Iowa.
Superintendent of Telegraph	W. S. Beman	Eldora, Iowa.
General Freight Agent	H. C. Stuart	Eldora, Iowa.
General Passenger Agent	H. C. Stuart	Eldora, Iowa.

DIRECTORS.

NAME	POSTOFFICE ADDRESS.	NAME	POSTOFFICE ADDRESS.
Conrad Miller.	Bangor, Pa.	H. C. Stuart	Eldora, Iowa.
Clarence Mitchell.	New York City.	W. S. Parker.	Eldora, Iowa.
H. N. Brockway.	Garner, Iowa.	C. L. Blair	New York City.
J D Newcomer	Eldora, Iowa.		

1. Total number of stockholders at date of last election, 18.
2. Date of last meeting of stockholders for election of directors, September 11, 1900.
3. Give postoffice address of general office, Eldora, Iowa.
4. Give postoffice address of operating office, Eldora, Iowa.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. / *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

	NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1.	Chicago Great Western Railway Company....	St. Paul, Minn...	Dubuque, Iowa...	253.53	
	a Main line.....	Aiken, Ill ...	Forest Home, Ill.	146.73	
		Oelwein, Iowa....	Des Moines, Iowa	130.33	
		Des Moines, Iowa.	St. Joe, Mo	159 25	
		Bee Creek, Mo...	Beverly, Mo.....	23.00	—712.84
	b Branches and spurs	Hayfield, Minn...	Manley Jct., Iowa.	47.20	
		Sumner, Iowa ..	Hampton, Iowa..	63.95	
		Cedar Falls, Iowa	Wilton, Jct, Iowa.	7.48	
		Eden, Minn.....	Mantorville, Minn	7.57	
		Sycamore, Ill. ..	Dekalb, Ill.....	5.81	
2	Dekalb & Great Western (included under "B"	above).			—132.01
5.	As follows:				
	St. Paul & Northern Pacific	Minneapolis, Minn	St. Paul, Minn .	10.56	
	Duluth & Dubuque Bridge.....	Dubuque, Iowa...	E. Dubuque, Ill..	.59	
	Illinois Central.....	E. Dubuque, Ill..	Portage Curve, Ill	13.23	
	Chicago, Burlington & Northern.	Portage Curve, Ill.	Aiken, Ill	1.85	
	Chicago Terminal Transfer Railway.....	Forest Home, Ill.	Chicago, Ill	10.18	
	Des Moines Union Railway.	In City of Des Mo	ines, Iowa.....	2.26	
	Des Moines & Kansas City.....	In City of Des Mo	ines, Iowa.....	.44	
	Kansas City, St. Joe & Council Bluffs.....	In City of St. Joe,	Mo.	.81	
	St. Joseph Terminal Company	In City of St. Joe,	Mo.	.39	
	Kansas City Northwestern.	Leavenworth, Kan	Kansas City, Kan	27.91	
	Leavenworth Northern & Southern	In City of Leaven	worth, Kan.....	2.46	
	Leavenworth, Topeka & Southwestern.....	In City of Leaven	worth, Kan.....	1.40	
	Chicago, Rock Island & Pacific	Beverly, Mo.....	Stillings, Mo	3.59	
	Leavenworth Terminal Railway & B. C...	Stillings, Mo.....	Leavenworth, Kan	1.36	
	Atchison, Topeka & Santa Fe.....	St. Joe, Mo.. ..	Bee Creek, Mo...	7.63	
	Kansas City Surburban Belt.	In City of Kansas	City, Kan., and Mo	2.50	— 87.16
	Total	.....	.....	. ....	932.01

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board...	A. B. Stickney.....	St. Paul, Minn.
President	A. B. Stickney.....	St. Paul, Minn.
Vice-President.....	Amel Oppenheim	St. Paul, Minn.
Vice-President.....	C. W. Benson	St. Paul, Minn.
Secretary	R. C. Wight.....	St. Paul, Minn,
Treasurer	C. O. Kalman..... ...	St. Paul, Minn.
Attorney.....	Daniel W. Lawler	St. Paul, Minn.
General Counsel.....	F. B. Kellogg.....	St. Paul, Minn.
Vice-President and Auditor...	W. B. Bend.....	St. Paul, Minn.
General Manager	Samuel C. Stickney.....	St. Paul, Minn.
Chief Engineer.....	H. Fernstrom.....	St. Paul, Minn.
General Superintendent.....	Tracy Lyons.....	St. Paul, Minn.
Division Superintendent	J. A. Kelley.....	St. Paul, Minn.
Division Superintendent	R. W. Edwards.....	Dubuque, Iowa.
Division Superintendent	C. P. Stembel.....	Des Moines, Iowa.
Traffic Manager	P. C. Stohr	St. Paul, Minn.
General Freight Agent	S. O. Brooks.....	St. Paul, Minn.
Assistant General Freight Agents	T. N. Hooper.	St. Paul, Minn.
	F. H. Tibbits.....	St. Paul, Minn.
	S. E. Stohr.....	Chicago, Ill
	C. R. Perry.....	St. Joe, Mo.
General Passenger Agent.....	F. H. Lord.....	Chicago, Ill.
Assistant General Passenger Agent.	H. D. Badgley.....	Chicago, Ill.
General Ticket Agent	F. H. Lord.....	Chicago, Ill.
Assistant General Ticket Agent.....	H. D. Badgley..... ..	Chicago, Ill.
General Baggage Agent	G. T. Spilman	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
C. W. Bemon	St Paul, Minn.	F. Weyerhauser	St. Paul, Minn.
J. W. Lurk	St. Paul, Minn.	H. E. Fletcher	Minneapolis, Minn.
Samuel C. Stickney	St. Paul, Minn.	Ansel Oppenheim	St. Paul, Minn.
A. B. Stickney	St. Paul, Minn.	T. H Wheeler	New York City.

LONDON FINANCE COMMITTEE.

The Right Hon. William Ledderdale	London, England
Mr. Howard Gillial	London, England
Mr. Alexander F. Wallace	London, England
Mr. Edwin Waterhome	London, England
Sir Charles Tennant	London, England

1. Date of last meeting of stockholders for election of directors, September 7, 1899.
2. Give postoffice address of general office, St. Paul, Minn.
3 Give postoffice address of operating office. St. Paul, Minn.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

PROPERTY OPERATED.

MILES OF ROAD BY STATES.

FROM—	TO—	Illinois	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
Chicago	Milwaukee	45.06	37.92							82.98
Rondout	Libertyville	3.00								3.00
Libertyville	Nippersink	16.58								16.58
Chicago	Llewellyn Park	13.75								13.75
North Chicago	Savanna	138.87								138.87
Galewood	Dunning	2.98								2.98
Savanna	Council Bluffs			349.18						349.18
Elk River Junction	Clinton			10.05						10.05
Davenport	Jackson Junction			153.37						153.37
Eldridge	Hurstville			34.61						34.61
Paralta	Farley			43.63						43.63
Marion	Ottumwa			97.00						97.00
Ottumwa Junction	Coburg			62.27				140.27		202.54
Racine	Kittredge	50.63	69.31							119.94
Savanna	East Moline	47.70								47.70
Janesville	Beloit		13.86							13.86
Elkhorn	Eagle		16.59							16.59
Rockton	Rockford	14.94								14.94
Sabula Junction	River Junction			136.18	24.93					161.11
Bellevue	Cascade			35.77						35.77
Turkey River Junction	West Union			58.34						58.34
Waukon Junction	Waukon			22.95						22.95
Reno	Preston				57.77					57.77
North Milwaukee	Champion		196.02						57.79	253.81
Hilbert Junction	Appleton		20.44							20.44
Menasha	Neenah		1.39							1.39
Oconto Junction	Oconto		11.94							11.94
Ellis Junction	Menominee		21.09						1.34	22.43
Wausaukee	Girard Junction		17.65							17.65
Channing	Ontonagon								92.87	92.87
Ponca	South West								2.95	2.95
Milwaukee (Reed street)	La Crosse		196.76							196.76
Watertown Junction	Madison		36.48							36.48
Portage City	East Madison		33.01							33.01
Viroqua Junction	Viroqua		32.17							32.17
North La Crosse	Onalaska		3.76							3.76
Chestnut street, Milwaukee	Portage City		100.24							100.24
Cement Line Junction	Rock		1.06							1.06
Iron Ridge	Fond du Lac		30.94							30.94
Horicon	Berlin		42.30							42.30
Brandon	Markesan		11.49							11.49
Ripon	Oshkosh		19.09							19.09
Rush Lake Junction	Winneconne		14.89							14.89

Merrill Park	North Milwaukee		6.17							6.17
Tomah	Star Lake		183.22							183.22
New Lisbon	Pittsville		41.65							41.65
Pittsville Junction	Vesper		8.42							8.42
Dexterville	Roseadka		27.65							27.65
North La Crosse	Minneapolis		1.39		136.72					138.11
St. Croix Junction	Stillwater				24.78					24.78
Wabasha	Zumbrota				60.21					60.21
Wabasha	Chippewa Falls		61.18		1.83					63.01
Red Cedar Junction	Cedar Falls		20.67							20.67
South Minneapolis	Ortonville				177.27					177.27
Ortonville Junction	Aberdeen				1.47		107.02			108.49
Glencoe	Hutchinson				13.45					13.45
Hopkins	Lake Minnetonka				7.84					7.84
Hastings	Benton Junction				53.71					53.71
Milbank	Sisseton						37.24			37.24
Andover	Harlem					17.29	38.71			55.91
Ortonville	Fargo				46.29	69.40	1.28			116.97
Mitchell	Edgeley					31.61	161.03			192.64
Aberdeen	Bowdle						57.02			57.02
Orient	Eureka						67.38			67.38
La Crescent	Woonsocket				296.22		97.20			393.42
Wells	Mankato				38.08					38.08
Madison	Bristol						103.02			103.02
Milwaukee	North McGregor		196.50	.12						196.62
Mazomanie	Prairie du Sac		10.37							10.37
Lone Rock	Richland Center		16.22							16.22
Milton	Shullsburg		76.84							76.84
Brodhead	New Glarus		22.78							22.78
Warren	Mineral Point	1.01	31.28							32.29
Calamine	Platteville		17.14							17.14
Calmar	Minneapolis			41.38	130.64					172.02
Conover	Decorah			10.00						10.00
Austin	Mason City			27.95	11.34					39.29
Mendota	St. Paul				5.56					5.56
Northfield	Cannon Junction				31.98					31.98
North McGregor	Chamberlain			291.48			149.77			441.25
Beulah	Elkader			19.20						19.20
Spencer	Spirit Lake			20.18						20.18
Rock Valley	Hudson			8.99			.39			9.38
Marion Junction	Running Water						62.85			62.85
Manilla	Scotland Junction			95.90			82.22			178.12
Napa	Tyndall						21.21			21.21
Scotland	Mitchell						47.67			47.67
Elk point	Sioux Falls Junction			34.92			67.81			102.73
Tripp	Armour						20.45			20.45
Des Moines	Spencer			155.46						155.46
Clive	Boone			34.97						34.97
Rockwell City	Storm Lake			38.58						38.58
Totals		324.52	1,649.88	1,782.48	1,120.09	118.21	1,122.27	140.27	154.95	6,422.67

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE.	NAME	LOCATION OF OFFICE.
Chairman of the board	Roswell Miller	New York.
President	A. J. Earling	Chicago.
First vice-president	F. S. Bond	New York.
Third vice-president	A. C. Bird	Chicago.
Secretary	P. M. Myers	Milwaukee.
Treasury	F. G. Ranney	Chicago.
General solicitor	Burton Hanson	Chicago.
General counsel	George R. Peck	Chicago.
Assistant general solicitor	H. H. Field	Chicago.
Assistant general solicitor	C. B. Keeler	Chicago.
Comptroller	E. Q. Sewall	Chicago.
General auditor	W. N. D. Winne.	Chicago.
Assistant general auditor	W. F. Dudley	Chicago.
Assistant general manager	H. R. Williams	Chicago.
General superintendent	D. J. Whittemore	Chicago.
Assistant general superintendents	W. J. Underwood	Chicago.
	Three in number	
Division superintendents	Seventeen in number	
Superintendent of telegraph	U. J. Fry	Milwaukee.
Traffic manager	J. H. Hiland	Chicago
General freight agent	E. S. Keeley	Chicago.
Assistant general freight agents	Four in number	
General passenger and ticket agent	J. H. Heafford	Chicago.
Assistant general passenger agents	Three in number	
Assistant general passenger and ticket agent	G. S. Marsh	Chicago.
Assistant general ticket agent	A. F. Merrill	Chicago.
General baggage agent	W. D. Carrick	Milwaukee.
Land commissioner	H. G. Haugan	Milwaukee.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS
Philip D. Armour	Chicago.	Frederick Layton	Milwaukee.
August Belmont	New York.	Joseph Millbank	New York.
Frank S. Bond	New York.	Roswell Miller	New York.
A. J. Earling	Chicago.	William Rockefeller	New York.
Peter Geddes	New York.	Samuel Spencer	New York.
Charles W. Harkness	New York.	A. Van Santvoord.	New York.

1. Total number of stockholders at date of last election, 5,464.
2. Date of last meeting of stockholders for election of Directors, September, 23, 1899.
3. Give postoffice address of general office, Chicago, Ill.
4. Give postoffice address of operating office, Chicago, Ill.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
Chicago, Rock Island & Pacific Railway company	Chicago, Ill.....	Council Bluffs, Ia.	500.20	
	Davenport, Iowa .	Atchison, Kan.. ..	341.45	
	Edgerton Jct., Mo	Leavenworth, Kan.	20.36	
	Washington, Iowa	Knoxville, Iowa...	79.31	
	So. Englewood, Ill.	South Chicago, Ill.	7.43	
	Wilton, Iowa	Muscatine, Iowa .	12.04	
	Wilton, Iowa	Lime Kilns, Iowa.	6.08	
	Newton, Iowa.....	Monroe, Iowa	17.02	
	Des Moines, Ia..	Indianola, Iowa. / Winterset, Iowa	47.08	
	Menlo, Iowa	Guthrie Center, Ia.	14.44	
	Atlantic, Iowa.....	Audubon, Iowa ..	24.41	
	Atlantic, Iowa.....	Griswold, Iowa ...	14.22	
	Avoca, Iowa	Carson, Iowa	17.73	
	Avoca, Iowa	Harlan, Iowa	11.88	
	Mt. Zion, Iowa....	Keosauqua, Iowa .	4.50	
	Altamont, Mo	St. Joe, Mo	49.30	
	South St. Joe, Mo.	Rushville, Mo.. ..	15.05	
	Kansas City, Mo..	Armourdale, Kan.	2.45	
	South Omaha, Neb.	Jansen, Neb.....	104.30	
	Elwood, Kan.	Liberal, Kan.....	439.54	
	Herington, Kan...	Terral, I. T.....	349.07	
	Herington, Kan...	Salina, Kan	49.30	
	Horton, Kan.....	Roswell, Colo....	568.65	
	Fairbury, Neb	Nelson, Neb	51.53	
	McFarland, Kan..	Belleville, Kan	103.98	
	Dodge City, Kan.	Bucklin, Kan.....	26.64	
	Chickasha, I. T.. .	M't'ain View, O. T.	51.22	
	North Enid, O. T..	Billings, O. T.....	26.74	
				2,955.92
Peoria & Bureau Valley railroad	Bureau, Ill..	Peoria, Ill.....	46.99	
Keokuk & Des Moines railway	Keokuk, Iowa	Des Moines, Iowa	162.20	
Des Moines & Ft. Dodge railroad	Des Moines, Ia..	Fort Dodge, Ia.. / Ruthven, Iowa .	143 51	
				352.70
Hannibal & St. Joe railroad.....	Cameron, Mo	Kansas City, Mo..	54 30	
Union Pacific railroad	Council Bluffs, Ia.	South Omaha, Neb.	7.02	
	Kansas City, Mo..	Nor. Topeka, Kan	67.35	
	Limon, Colo	Denver, Colo	89.78	
Denver & Rio Grande railroad	Denver, Colo.	Pueblo, Colo	119.60	
				338.05
Total.....				3,646.67

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY—CONTINUED.

OFFICERS.

TITLE	NAME.	LOCATION OF OFFICE.
Chairman of the Board	R. R. Cable	Rock Island, Ill.
President	W. G Purdy	Chicago, Ill.
First Vice-President	H. A. Parker	Chicago, Ill.
Second Vice-President	Robert Mather	Chicago, Ill.
Third Vice-President	J. M. Johnson	Chicago, Ill.
Secretary	Geo. H. Crosby	Chicago, Ill.
Treasurer	F. E. Hayne	Chicago, Ill.
General Attorneys	Robert Mather	Chicago, Ill.
	M. A. Law	Topeka, Kan.
Auditor	S. C. Matthews	Chicago, Ill.
Assistant Auditor	H. F. Morris	Chicago, Ill.
General Manager	H. A. Parker	Chicago, Ill.
General Superintendent	A. J. Hitt	Chicago, Ill.
Chief Engineer	W. E Dauchy	Chicago, Ill
Superintendent lines east of Missouri river	W. M Hobbs	Davenport, Iowa.
Superintendent lines west of Missouri river	W. H. Stillwell	Topeka, Kan.
Division Superintendents	C. H. Hubbell	Chicago, Ill.
	C. L Nichols	Blue Island, Ill.
	W. J. Lawrence	Des Moines, Iowa.
	C. N. Gilmore	Des Moines, Iowa.
	W H. Given	Trenton, Mo.
	C. W. Jones	Horton, Kan.
	A. T. Abbott	Herington, Kan.
	F C. Smith	Colorado Springs, Col.
	S. B. Hovey	Fort Worth, Texas.
Freight Traffic Manager	J. M Johnson	Chicago, Ill.
Assistant Freight Traffic Manager	H. Gower	Chicago, Ill.
General Freight Agents	E. B. Boyd	Chicago, Ill.
	H. H. Embry	Topeka, Kan.
General Passenger and Ticket Agent	John Sebastian	Chicago, Ill.
Assistant General Passenger and Ticket Agents	Charles Kennedy	Chicago, Ill.
	L. M. Allen	Chicago, Ill
	E. W. Thompson	Topeka, Kan.
General Baggage Agent	Geo. W. Duback	Chicago, Ill.
Superintendent of Telegraph	A R. Swift	Chicago, Ill.
Land Commissioner.	Wm. LaVenture.	Davenport, Iowa.

DIRECTORS

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAME OF DIRECTORS.	POSTOFFICE ADDRESS.
H. R. Bishop	New York City.	A. R. Flower	New York City.
Henry M. Flagler	New York City.	Marshall Field	Chicago, Ill.
Alexander E. Orr	New York City.	W G. Purdy	Chicago, Ill.
Ogden Mills	New York City.	H. A. Parker	Chicago, Ill.
G. S. Brewster	New York City.	R. R. Cable	Rock Island, Ill.
W. A. Nash	New York City.	F. H. Griggs	Davenport, Iowa.
Tracy Dows	New York City.		

1. Total number of stockholders at date of last election, 4,349.
2. Date of last meeting of stockholders for election of directors, June 6, 1900.
3. Give postoffice address of general office, Chicago, Ill.
4. Give postoffice address of operating office, Chicago, Ill.

CHICAGO & NORTHWESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

MILES OF COMPLETED ROAD JUNE 30, 1900.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.	Nebraska.
LINES CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTH-WESTERN RAILWAY COMPANY.									
Chicago to Council Bluffs	491.00	137.88	353.12	.....	.....	.....	.....	.....	....
Chicago to Freeport	121.00	121.00	.....	.....	.....	.....	.....	.....	....
Geneva to Aurora	9.40	9 40	.....	.....	.....	.....	.....	.....	....
Geneva to St Charles	2.40	2.40	.....	.....	.....	.....	.....	.....	....
Sycamore to Cortland	4.64	4 64	.....	.....	.....	.....	.....	.....	....
Elgin to Williams Bay	51 04	35.82	.....	15.22	.....	.....	.....	.....	....
Belvidere to Spring Valley	75.78	75 78	.....	.....	.....	.....	.....	.....	....
South Branch Junction to River (Chicago)	4.50	4 50	.....	.....	.....	.....	.....	.....	....
Clinton to Anamosa (Quarry)	73.57	.....	73 57	....	.....	.....	.....	....	....
Stanwood to Tipton	8.50	.....	8.50	.....	.....	.....	.....	.....	....
Cut-off near Cedar Rapids	5.96	.....	5 96	.....	.....	.....	.....	.....	....
Des Moines to Jewell Junction	59 09	.....	59.09	.....	.....	.....	.....	.....	....
Tama to Elmore	104.56	.....	104.22	.....	.....	.34	.....	.....	....
Jewell Junction to Wall Lake Junction	73 68	.....	73.68	.....	.....	.....	.....	.....	....
Eagle Grove to Hawarden	145.20	.....	145.20	.....	.....	.....	...	.....	....
Belle Plaine to Muchakinock	64 00	.....	64.00	.....	.....	.....	.....	.....	....
Boone to Coal Banks	3 25	.....	3 25	..	.....	.....	.....	.....	....
Maple River Junction to Onawa	80.85	.....	80.85	.....	.....	.....	.....	.....	....
Wall Lake to Moville	79 87	.....	79.87	.....	.....	.....	.....	.....	....
Carroll to Kirkman	34 81	.....	34 81	.....	...	.....	.....	.....	.
Manning to Audubon	17.00	.....	17.00	.....	.....	.....	.....	...	....
Chicago to Ft. Howard	242.20	69.73	.....	172 47	.....	.....	.....	.....	....
Appleton water power extension	3 63	.....	.....	3.63	.....	.....	.....	.....	....
Kenosha to Rockford	72.10	44.03	.....	28.07	.....	.....	.....	.....	.....
Chicago to Montrose	5.20	5.20	.....	.....	.....	.....	.....	.....	....
Montrose to North Evanston	7 69	7.69	.....	.....	.....	.....	.....	.	....
Chicago to Milwaukee	85.00	44.60	....	40 40	.....	.....	.....	...	....
Milwaukee to Fond du Lac	62.63	.....	.....	62.63	.....	.....	.....	.....	.....
Sheboygan to Princeton	78 40	.....	.....	78 40	.....	.....	.....	.....	....
Milwaukee to Montfort	140.88	.....	.....	140 88	.....	.....	.....	...	....
Montfort to Galena	46 34	10.30	.....	36.04	.....	.....	.....	....	....
Montfort to Woodman	30.50	.....	.....	30.50	.....	.....	.....	.....	....
Ipswich to Platteville	4.00	.....	.....	4 00	.....	.....	.....	.....	.....
Lancaster Junction to Lancaster	12 04	.....	.....	12.04	.....	.....	.....	. .	....
Janesville to Afton	6.10	.....	.....	6.10	.....	.....	.....	. .	....
Belvidere to Winona	227 00	21.00	.....	205.87	.....	.13	.....	.....	....
Winona Junction to LaCrosse	3 96	.....	.....	3.96	.....	.....	.....	.....	....
Trempealeau to Galesville	6 71	.....	.....	6 71	.....	.....	.....	.....	....
Evansville to Janesville	15 68	.....	.....	15.68	.....	.....	.....	.....	....
Ft. Howard to Republic	202.64	.....	.....	49.45	153.19	.....	.....	.....	....
Clowrie to Michigamme	10.44	.....	.....	.....	10.44	.....	.....	.....	....
Wabio to Champion	1.23	.....	.....	.....	1.23	.....	.....	.....	....
Powers to Watersmeet	104.33	.....	.....	13.75	90.60	.....	.....	.....	....
Stager to Crystal Falls	9 10	.....	.....	.....	9.10	.....	...	.....	....
Narenta to Metropolitan	34 86	.....	.....	....	34.86	.....	....	.....	....
BRANCHES TO MINES—									
Off main line	42 27	.....	.....	....	42.27	.....	.....	.....	....
Off E. & L. S. line	8.44	.....	.....	..	8.44	.....	.....	.....	....
Off Menominee River line	36.13	.....	.....	4 71	31.42	.....	.....	.....	....
Crystal Falls to Hemlock mine	15.00	.....	.....	.....	15.00	...	.....	.....	....
Off Ashland division	34.22	.....	.....	4.89	29.33	.....	.....	.....	....
Industries off Ashland division	21.44	.....	.....	20.92	.52	.....	.....	.....	....
Lake Shore Junction to Ashland, Wis	386.13	.....	.....	319 24	66.89	.....	.....	.....	....
Monico Junction to Hurley, Wis	88.11	.....	... ...	88.11	.....	.....	.....	.....	....
Two Rivers Junction to Two Rivers, Wis	6 35	.....	.....	6.35	.....	.....	.....	.....	....
Hortonville to Oshkosh, Wis	23.10	.....	.....	23 10	.....	.....	.....	.....	....
Eland Junction to Marshfield, Wis	63.87	.....	....	63.87	.....	.....	.....	.....	....
North of Antigo to East Bryant switch	7.27	.....	.....	7.27	.....	.....	.....	.....	....
Pratt Junction to Harrison	17.85	.....	.....	17.85	.....	.....	.....	.....	....
Parrish Junction to Parrish	4 54	.....	.....	4.54	.....	.....	.....	.....	....
Watersmeet to Choate	22 82	.....	....	.....	22.82	.....	.....	.....	....
Interior Junction to Interior	1.61	.....	.....	....	1.61	.....	.....	.....	....
Craigsmere to Robbins	3.47	.....	.....	.....	3.47	.....	....	.....	....
Hurley to end of track	12 97	.....	.....	12.97	.....	.....	...	.....	....
Potato River Junction to end of track	2.60	.....	.....	2.60	.....	.....	.....	.....	.

CHICAGO & NORTHWESTERN RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota	South Dakota	North Dakota.	Nebraska.
Extension through section 34	1 34			1.34					
Northern Junction to end of track (Laona)	61.03			61.03					
Wall Lake to Denison	24.80		24.80						
Boyer to Mondamin	61.30		61.30						
Kirkman to Harlan (end of track)	6.30		6.30						
Burt to Sanborn	92.70		33.40			59.30			
Boone to Ogden	7.25		7.25						
Belle Plaine to Fox Lane, Minn	194.16		140.83			53.33			
Winona to Pierre	486.01					276.90	209.11		
Tracy to Gettysburg	238.73					58.00	180.73		
Tyler to Astoria	32.20					25.40	6.80		
Mankato Junction to Mankato	3.75					3.75			
Sanborn to Vesta	26.40					26.40			
Sleepy Eye to Redwood Falls	24.40					24.40			
Mankato to New Ulm	25.58					25.58			
Rochester to Zumbrota	24.48					24.48			
Eyota to Plainview	15.01					15.01			
Eyota to Chatfield	11.46					11.46			
James Valley Junction to Oakes	131.95						117.67	14.28	
Watertown Junction to Watertown	43.83						43.83		
Iroquois to Hawarden (state line)	125.49						125.49		
Centerville to Yankton	28.46						28.46		
Dolan to Groton	38.84						38.84		
Total C. & N.-W. Ry. (char. or con.)	5,486.42	593.97	1,437.00	1,564.57	521.19	604.48	750.93	14.28	
PROPRIETARY LINES, VIZ:									
Princeton & Western Railway	16.06								
Valley Junction to Necedah				16.06					
Total	16.06			16.06					
LEASED LINES, VIZ:									
St. Paul Eastern Grand Trunk Railway	60.02								
Clintonville to Oconto				56.00					
Spurs				4.02					
Total	60.02			60.02					

RECAPITULATION.

C. & N.-W. Ry. (char. or con)	5,486.42	593.97	1,437.00	1,564.57	521.19	604.48	750.93	14.28	
Proprietary lines	16.06			16.06					
Leased lines	60.02			60.02					
Total	5,562.50	593.97	1,437.00	1,640.65	521.19	604.48	750.93	14.28	
ADD. OPER. UNDER TRACKAGE RIGHTS:									
Council Bluffs (Broadway) to S. Omaha	8.73		3.07						5.66
Grand total	5,571.23	593.97	1,440.07	1,640.65	521.19	604.48	750.93	14.28	5.66

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	Albert Keep	Chicago, Ill.
President	Marvin Hughitt	Chicago, Ill.
First Vice-President	Martin L. Sykes	New York, N. Y
Second Vice-President	Marshall H. Kirkman	Chicago, Ill.
Third Vice-President	Hiram R. McCullough	Chicago, Ill.
Secretary	Martin L. Sykes	New York, N. Y.
Treasurer	S. O. Howe	New York, N. Y.
General Counsel	Lloyd W. Bowers	Chicago, Ill
Auditor	J. B. Redfield	Chicago, Ill.
General Manager	William A. Gardner	Chicago, Ill.
Assistant General Manager	Sherburne Sanborn	Chicago, Ill.
Chief Engineer	Edward C Carter	Chicago, Ill.
General Superintendent	R H. Aishton	Chicago, Ill.
Division Superintendent	Hiram J. Slifer	Boone, Iowa.
Division Superintendent	Wm. D. Hodge	Eagle Grove, Iowa.
Division Superintendent	H. R. Sanborn	Lake City, Iowa.
Division Superintendent	S. M. Braden	Belle Plaine, Iowa.
Superintendent of Telegraph	George H. Thayer	Chicago, Ill
Traffic Manager	M. Hughitt, jr	Chicaga, Ill.
General Freight Agent	Edmund D. Brigham	Chicago, Ill.
General Passenger Agent	Warren B. Kniskern	Chicago, Ill.
General Ticket Agent	Warren B. Kniskern	Chicago, Ill.
General Baggage Agent.	Nathaniel A. Phillips	Chicago, Ill.
Land Commissioner	J. F. Cleveland.	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Oliver Ames	Boston, Mass.	H. McK. Twombly	New York, N. Y.
Zenas Crane	Dalton, Mass.	Marshall Field	Chicago, Ill.
James Stillman	New York, N. Y.	David P. Kimball.	Boston, Mass.
Marvin Hughitt	Chicago, Ill.	Chauncey M Depew	New York, N. Y.
N. K. Fairbank	Chicago, Ill.	Samuel F. Barger	New York, N. Y.
Byron L. Smith	Chicago, Ill.	Albert Keep	Lake Geneva, Wis.
Cyrus H. McCormick	Chicago, Ill.	M. L. Sykes	New York, N. Y.
F. W. Vanderbilt	New York, N. Y.	James C. Fargo.	New York, N. Y.
W. K. Vanderbilt	New York, N. Y.		

1. Total number of stockholders at date of last election, 4,492.
2. Date of last meeting of stockholders for election of directors, June 7, 1900.
3. Give postoffice address of general office, Chicago and New York.
4. Give postoffice address of operating office, Chicago.

CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.
5. Line operated under trackage rights.

	NAME.	TERMINALS. FROM.	TERMINALS. TO.	Miles of line for each road named.	Miles of line for each class of roads named.
1.	*a* Chicago, St. Paul, Minneapolis & Omaha Ry.	Elroy	St. Paul	193.21	
		Worth, Wis., Jct.	Bayfield	177.65	
		Eau Claire	Spooner	81.51	
		Superior Jct.	Duluth	71 70	
		St. Paul	Le Mars	243.42	
		Missouri River at Covington	Omaha	123.06	
		St. Croix Draw Bridge	Stillwater Switch	4.55	
		Stillwater Jct.	Stillwater	3 30	
		River Falls Jct.	Ellsworth	24.82	
		Merrillan	Marshfield	38.67	
		Ashland Jct.	Ashland	4.38	
		Ashland Shore Line		1 31	
		West Eau Claire	Shaw's mill	2.74	
		Fairchild	Mondovi	36 75	
		Menom Jct.	Menom City	3.01	
		Menom Jct.	Cedar Falls	2 01	
		Lake Crystal	Elmore	43.43	
		Heron Lake	Pipestone	55.10	
		Madelia	Fairmont	29.38	
		Bingham Lake	Currie	38 63	
		Sioux Falls Jct	Mitchell	130.73	
		Luverne	Doon	28 00	
		Coburn Jct.	Newcastle	26.95	
		Emerson	Norfolk	46 50	
		Wakefield	Hartington	33 76	
		Wayne	Bloomfield	43.14	1,487.71
5.	St. Louis River Bridge (N. P. Ry.)	West Superior	Rice's Point	1.59	
	Great Northern Railway	St. Paul	Minneapolis	11.40	
	Minneapolis & St. Louis Railroad	Minneapolis	Merriam Jct.	27.00	
	Illinois Central Railroad	Le Mars	Sioux City	25.20	
	Sioux City Bridge Company	Bridge across Missouri River and tracks at Sioux City		3.90	
	Sioux City and Pacific Railroad	Sioux City	Sioux City B. tra'k	.50	69.59
	Total.				1,557.30

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Marvin Hughitt	Chicago, Ill
First Vice-President and Assistant Secretary.	Martin L. Sykes	New York, N. Y.
Second Vice-President and General Traffic Manager	James T Clark	St. Paul, Minn.
Secretary	E. E. Woodman	Hudson, Wis.
Treasurer and Second Assistant Secretary	S O. Howe	New York, N. Y.
Assistant Treasurer and Third Assistant Secretary	K. N. Williams	New York, N. Y.
General Counsel	Thomas Wilson	St Paul, Minn.
General Attorney	Pierce Butler	St. Paul, Minn.
Comptroller	L A Robinson	St. Paul, Minn.
Auditor of expenditures	W. H. Stennett	Chicago, Ill.
Local Treasurer	Chas. P. Nash	St. Paul, Minn.
General Manager	W A. Scott	St. Paul, Minn.
Chief Engineer	C W. Johnson	St. Paul, Minn
General Superintendent	A. W Wenholm	St. Paul, Minn.
Division Superintendents	W. C. Winter	St. Paul, Minn.
	H. Spencer	St. James, Minn.
	S G. Strickland	Omaha, Neb.
	L. F. Slaker	St. James, Minn.
Purchasing Agent	Isaac Seddon	St. Paul, Minn.
Superintendent of Telegraph	H. C. Hope	St. Paul, Minn.
General Freight Agent	H. M. Pearce	St. Paul, Minn.
Assistant General Freight Agent	E B Ober	St. Paul, Minn.
General Passenger Agent	T. W. Teasdale	St. Paul, Minn
Assistant General Passenger Agent	G H. MacRae.	St. Paul, Minn.
General Baggage Agent	E. F Woode	St. Paul, Minn.
Car Accountant	A. Drezmal	St Paul, Minn.
General Claim Agent	E. L Poole	St. Paul, Minn.
Land Commissioner.	G. W. Bell	Hudson, Wis

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Frederick W. Vanderbilt	New York, N. Y.	David P. Kimball	Boston, Mass.
Wm. K Vanderbilt	New York, N. Y.	Horace G. Burt.	Omaha, Neb.
Albert Keep	Lake Geneva, Wis.	Martin L. Sykes	New York, N. Y.
H. McK Twombly	New York, N. Y.	Thomas Wilson	St. Paul, Minn.
Marvin Hughitt	Chicago, Ill.	John M. Whitman	Chicago, Ill.
Byron L Smith	Chicago, Ill.	John A. Humbord	St. Paul, Minn.
Chauncey M. Depew.	New York, N. Y		

1. Total number of stockholders at date of last election, 1,087.
2. Date of last meeting of stockholders for election of directors, June 9, 1900.
3. Give postoffice address of general office, St. Paul, Minn.
4. Give postoffice address of operating office, St Paul, Minn.

SIOUX CITY & PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named	Miles of line for each class of roads named
Sioux City & Pacific Railroad company	Sioux City, Iowa..	Fremont, Neb....	101.58	
	Mo. Valley.....	California Jct.....	5.84	
Total main line represented by capital stock				107.42

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Marvin Hughitt	Chicago, Ill
First Vice-President	M. M. Kirkman	Chicago, Ill.
Second Vice-President	H. R. McCullough	Chicago, Ill
Secretary	Joseph B. Redfield	Chicago, Ill.
Treasurer	M. M. Kirkman	Chicago, Ill.
General Counsel	Lloyd W Bowers	Chicago, Ill.
General Attorney	B. T. White	Omaha, Neb.
Comptroller	M. M. Kirkman	Chicago, Ill.
Auditor	Joseph B. Redfield	Chicago, Ill.
General Manager	George F Bidwell	Omaha, Neb.
Chief Engineer	F. M. Marsh	Omaha, Neb.
General Superintendent	Charles C. Hughes	Omaha, Neb.
Division Superintendent	Henry C. Mahanna	Fremont, Neb.
Superintendent of Telegraph	Wm. P. McFarlane	Omaha, Neb.
General Freight Agent	Kingsley C. Morehouse	Omaha, Neb.
Assistant General Freight Agent	Amos H. Merchant	Omaha, Neb.
General Passenger Agent	John R. Buchanan	Omaha, Neb.
Land Commissioner	Josiah F Cleveland	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
Marvin Hughitt	Chicago, Ill	H. R. McCullough	Chicago Ill.
Albert Keep	Lake Geneva, Wis.	W. H Stennett	Chicago, Ill.
M. L. Sykes	New York, N. Y.	J. M. Whitman	Chicago, Ill.
David P. Kimball	Boston, Mass.	J. B. Redfield	Chicago, Ill.
M. M Kirkman	Chicago, Ill		

1. Total number of stockholders at date of last election, 51.
2. Date of last meeting of stockholders for election of directors, May 16, 1900.
3. Give postoffice address of general office, Chicago, Ill., and Cedar Rapids, Iowa.
4. Give postoffice address of operating office, Omaha, Neb.

CROOKED CREEK RAILWAY & COAL COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named	Miles of line for each class of roads named.
	FROM—	TO—		
Crooked Creek Railway & Coal company	End of track, Lehigh	Webster City	17.61	

OFFICERS.

TITLE	NAME.	LOCATION OF OFFICE.
President	W. C. Willson	Webster City, Iowa.
First Vice-President	John Q. Burnham	Milwaukee, Wis.
Secretary	J. M. Funk	Webster City, Iowa.
Treasurer	J. M. Funk	Webster City, Iowa.
Auditor	C. M. Kellogg	Lehigh, Iowa.
General Manager	W. C. Willson	Webster City, Iowa.
General Freight Agent	F. E. Willson	Webster City, Iowa.
General Passenger Agent	F. E. Willson	Webster City, Iowa.
General Ticket Agent	F. E. Willson	Webster City, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRSS.	NAME.	POSTOFFICE ADDRESS.
W. C. Willson	Webster City, Iowa.	C. F. Burnham	Milwaukee, Wis.
F. E. Willson	Webster City, Iowa.	A. K. Hamilton	Milwaukee, Wis.
J. M. Funk	Webster City, Iowa.	Henry W. Leman	Chicago, Ill.
John Q. Burnham	Milwaukee, Wis.		

1. Total number of stockholders at date of last election, 12.
2. Date of last meeting of stockholders for election of directors, November 15, 1899.
3. Give postoffice address of general office, Lehigh, Iowa.
4. Give postoffice address of operating office, Webster City, or Lehigh, Iowa.

DAVENPORT, ROCK ISLAND & NORTHWESTERN RAILWAY COMPANY.

1. Railroad line represented by capital stock.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Davenport, Rock Island & Northwestern	Davenport	Clinton	347	

SIOUX CITY & PACIFIC RAILROAD COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named	Miles of line for each class of roads named
Sioux City & Pacific Railroad company	Sioux City, Iowa..	Fremont, Neb....	101.58	
	Mo. Valley.....	California Jct.....	5.84	
Total main line represented by capital stock				107.42

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Marvin Hughitt	Chicago, Ill
First Vice-President	M. M. Kirkman	Chicago, Ill.
Second Vice-President	H. R. McCullough	Chicago, Ill
Secretary	Joseph B. Redfield	Chicago, Ill.
Treasurer	M. M. Kirkman	Chicago, Ill.
General Counsel	Lloyd W Bowers	Chicago, Ill.
General Attorney	B. T. White	Omaha, Neb.
Comptroller	M. M. Kirkman	Chicago, Ill.
Auditor	Joseph B. Redfield	Chicago, Ill.
General Manager	George F Bidwell	Omaha, Neb.
Chief Engineer	F. M. Marsh	Omaha, Neb.
General Superintendent	Charles C. Hughes	Omaha, Neb.
Division Superintendent	Henry C. Mahanna	Fremont, Neb.
Superintendent of Telegraph	Wm. P. McFarlane	Omaha, Neb.
General Freight Agent	Kingsley C. Morehouse	Omaha, Neb.
Assistant General Freight Agent	Amos H. Merchant	Omaha, Neb.
General Passenger Agent	John R. Buchanan	Omaha, Neb.
Land Commissioner	Josiah F Cleveland	Chicago, Ill.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
Marvin Hughitt	Chicago, Ill	H. R. McCullough	Chicago Ill.
Albert Keep	Lake Geneva, Wis.	W. H Stennett	Chicago, Ill.
M. L. Sykes	New York, N. Y.	J. M. Whitman	Chicago, Ill.
David P. Kimball	Boston, Mass.	J. B. Redfield	Chicago, Ill.
M. M Kirkman	Chicago, Ill		

1. Total number of stockholders at date of last election, 51.
2. Date of last meeting of stockholders for election of directors, May 16, 1900.
3. Give postoffice address of general office, Chicago, Ill., and Cedar Rapids, Iowa.
4. Give postoffice address of operating office, Omaha, Neb.

CROOKED CREEK RAILWAY & COAL COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named	Miles of line for each class of roads named.
	FROM—	TO—		
Crooked Creek Railway & Coal company	End of track, Lehigh	Webster City	17.61	

OFFICERS.

TITLE	NAME.	LOCATION OF OFFICE.
President	W. C. Willson	Webster City, Iowa.
First Vice-President	John Q. Burnham	Milwaukee, Wis.
Secretary	J. M. Funk	Webster City, Iowa.
Treasurer	J. M. Funk	Webster City, Iowa.
Auditor	C. M. Kellogg	Lehigh, Iowa.
General Manager	W. C. Willson	Webster City, Iowa.
General Freight Agent	F. E. Willson	Webster City, Iowa.
General Passenger Agent	F. E. Willson	Webster City, Iowa.
General Ticket Agent	F. E. Willson	Webster City, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRSS.	NAME.	POSTOFFICE ADDRESS.
W. C. Willson	Webster City, Iowa.	C. F. Burnham	Milwaukee, Wis.
F. E. Willson	Webster City, Iowa.	A. K. Hamilton	Milwaukee, Wis.
J. M. Funk	Webster City, Iowa.	Henry W. Leman	Chicago, Ill.
John Q. Burnham	Milwaukee, Wis.		

1. Total number of stockholders at date of last election, 12.
2. Date of last meeting of stockholders for election of directors, November 15, 1899.
3. Give postoffice address of general office, Lehigh, Iowa.
4. Give postoffice address of operating office, Webster City, or Lehigh, Iowa.

DAVENPORT, ROCK ISLAND & NORTHWESTERN RAILWAY COMPANY.

1. Railroad line represented by capital stock.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Davenport, Rock Island & Northwestern	Davenport	Clinton	347	

DUBUQUE & SIOUX CITY RAILROAD COMPANY.

1 Railroad line represented by capital stock { *a*. Main line. *b*. Branches and spurs.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM —	TERMINALS. TO —	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Dubuque & Sioux City railroad	Dubuque	Sioux City		326.58
2. *b* Dubuque & Sioux City railroad	Manchester	Cedar Rapids	41 85	
	Cherokee	Onawa	59.10	
	Cherokee	Sioux Falls, S. D.	96.48	
	Cedar Falls Junc.	Mi n. state line	75.58	
	Tara	Council Bluffs	131.02	404.03
Total				730.61

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Stuyvesant Fish	New York, N. Y.
Vice-President	John C. Welling	Chicago, Ill.
Second Vice-President	E. C. Woodruff	Elizabeth, N. J.
Treasurer	E. T. H. Gibson	New York, N. Y.
Secretary	A. G. Hackstaff	New York, N. Y.
Assistant Secretary and Assistant Treasurer	J. F. Merry	Dubuque, Iowa
Local Treasurer	J. F. Titus	Chicago, Ill.
General Solicitor	J. M. Dickinson	Chicago, Ill.
General Counsel	B. F. Ayer	Chicago, Ill.
Attorneys	W. J. Knight	Dubuque, Iowa.
	J. F. Duncombe	Fort Dodge, Iowa.
Auditor of Freight Receipts	F. Fairiman	Chicago, Ill.
Assistant Auditor of Freight Receipts	M. D. Rover	Chicago, Ill.
Auditor of Passenger Receipts	A. D. Joslin	Chicago, Ill.
Auditor of Disbursements	C. F. Krebs	Chicago, Ill.
Chief Engineer	D. Sloan	Chicago, Ill.
General Superintendent	A. W. Sullivan	Chicago, Ill.
Assistant General Superintendent	J. G. Hartigan	Chicago, Ill.
Division Superintendent	F. B. Harriman	Dubuque, Iowa.
Division Superintendent	C. K. Dixon	Cherokee, Iowa.
Division Superintendent	G. A. Cloak	Council Bluffs, Iowa.
Superintendent of Telegraph	G. M. Dugan	Chicago, Ill.
Traffic Manager	T. J Hudson	Chicago, Ill.
Assistant Traffic Manager	M C Markham	Chicago, Ill.
General Freight Agent	W. E. Keefers	Chicago, Ill.
General Passenger Agent	A. H. Hanson	Chicago, Ill.
Assistant General Passenger Agent	J. F. Merry	Dubuque, Iowa.
General Baggage Agent	J. A Osborn	Chicago, Ill.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
John W. Auchincloss	New York City.	Nicholas Glab	Dubuque, Iowa.
J. W. Conchar	Dubuque, Iowa.	John V. Rider	Dubuque, Iowa.
S. L. Dowl	Cedar Rapids, Iowa.	F. D. Stout	Dubuque, Iowa
Stuyvesant Fish	New York City.	M. M. Walker	Dubuque, Iowa.
E. T. H. Gibson	New York City.	O. O. Folerton	Sioux City, Iowa.
J. T Harahan	Chicago, Ill.	J. C. Welling	Chicago, Ill.
E. H. Harriman	New York City.	W. H. Forbert	Dubuque, Iowa.
A. R. Loomis	Fort Dodge, Iowa.		

1. Total number of stockholders at date of last election, 31.
2. Date of last meeting of stockholders for election of directors, October 2, 1899.
3. Give postoffice address of General office, Dubuque.
4. Give postoffice address of operating office, Central Station, Chicago, Ill.

STACYVILLE RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.

NAME.	TERMINALS. FROM.	TERMINALS. TO.	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Stacyville Railroad	Stacyville Jct.	Stacyville.	7.93	7.93

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. J. Knight	Dubuque, Iowa.
First Vice-President	F. B. Harriman	Dubuque, Iowa
Secretary	F. E Couch	Dubuque, Iowa.
Treasurer	J. F. Titus	Chicago, Ill

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. J. Knight	Dubuque, Iowa.	A. Penney	Stacyville, Iowa.
F. B. Harriman	Dubuque, Iowa.	C. G. Rolfe	Stacyville, Iowa.
W L. Benson	Dubuque, Iowa.	W. L. Eaton	Osage, Iowa.
T. W McYear	Dubuque, Iowa.		

1. Total number of stockholders at date of last election, 8.
2. Date of last meeting of stockholders for election of directors, May 1, 1900.
3. Give postoffice address of general office, Dubuque, Iowa.
4. Give postoffice address of operating office, Central Station, Chicago, Ill.

DES MOINES UNION RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.
Des Moines Union Railway company	Des Moines, Iowa.	Des Moines, Iowa.	3.70

OFFICERS

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	F. C. Hubbell	Des Moines, Iowa.
President	F. C. Hubbell	Des Moines, Iowa.
First Vice-President	H. D. Thompson	Des Moines, Iowa
Secretary	F. M. Hubbell	Des Moines, Iowa.
Treasurer	H. D. Thompson	Des Moines, Iowa.
Attorney or General Counsel	A. B. Cummins	Des Moines, Iowa.
Auditor	E. G. Mitchell	Des Moines, Iowa.
General Superintendent	J. A. Wagner	Des Moines, Iowa.

DES MOINES UNION RAILWAY COMPANY—CONTINUED.

DIRECTORS.

NAME	POSTOFFICE ADDRESS.	NAME	POSTOFFICE ADDRESS.
F. C. Hubbell	Des Moines, Iowa.	Cyrus Kirk	Des Moines, Iowa.
F. M. Hubbell	Des Moines, Iowa.	J. Ramsey, jr	St. Louis, Mo.
H. D. Thompson	Des Moines, Iowa.	A. J. Earling	Chicago, Ill.
A. B. Cummins	Des Moines, Iowa.	C. A. Goodnow	Chicago, Ill.

1. Total number of stockholders at date of last election, 12.
2. Date of last meeting of stockholders for election of directors, January 4, 1900
3. Give postoffice address of general office, Des Moines, Iowa.
4. Give postoffice address of operating office, Des Moines, Iowa.

IOWA CENTRAL RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. / *b* Branches and spurs.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Main line	Albia, Iowa	Northwood, Ia	189.481	
	Oskaloosa, Iowa	Mississippi river	95.127	
	Mississippi river	Iowa Jct., Ill	88.659	373.267
b Branches	Hampton, Iowa	Belmond, Iowa	22.203	
	Minerva Jct., Ia	Story City, Iowa	34.510	
	Newburg, Iowa	State Center, Ia	26.640	
	G. & M. Jct., Ia	Montezuma, Ia.	13.612	
	New Sharon, Ia	Newton, Iowa	27.748	
	Lynnville Jct., Ia	Lynnville, Iowa	2.500	
	Albia, Ia	Hocking, Iowa	3.584	130.797
4. Keithsburg Bridge company	Across Miss. river.	Keithsburg, Ill.	2.570	2.570
5. Peoria & Pekin Union railway	Iowa Jct., Ill.	Peoria, Ill.	3.500	3.500
Total				510.134

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Edwin Hawley	New York, N. Y.
First Vice-President	F. H. Davis	New York, N. Y.
Second Vice-President	L. F. Day	Minneapolis, Minn.
Secretary	S. Seaman Jones	New York, N. Y.
Treasurer	Geo. R. Morse	New York, N. Y.
General Solicitor	Geo W. Seevers	Oskaloosa, Iowa.
General Auditor	T. I Wasson	Marshalltown, Iowa.
Chief Engineer	H. G. Kelley	Minneapolis, Minn.
General Superintendent	O. W. Huntington	Oskoloosa, Iowa.
Superintendent of Telegraph	B. G. Fallis	Oskaloosa, Iowa.
Traffic Manager	J N Tittemore	Marshalltown, Iowa.
Assistant General Freight Agent	T. G. Lutz	Marshalltown, Iowa.
General Passenger Agent	G. S. Batty	Marshalltown, Iowa.

DIRECTORS.

NAME	POSTOFFICE ADDRESS.	NAME	POSTOFFICE ADDRESS.
Edwin Hawley	New York City.	T. P. Shontz	Chicago.
Frank H. Davis	New York City.	R. J. Kimball	New York City.
L. C. Weir	New York City	Geo. R. Morse	New York City
Edwin Langdon	New York City.	G. E. Taintor	New York City.
John E. Searles	New York City.	E. H. Perkins, Jr	New York City.
Geo. Crocker	New York City.	Russell Sage	New York City.
L. F. Day	Minneapolis.	Henry A. Gardner	New York City.
Paul Morton	Chicago.		

1. Total number of stockholders at date of last election, 885.
2. Date of last meeting of stockholders for election of directors, September 8, 1899
3. Give postoffice address of general office, 20 Broad street, New York City.
4. Give postoffice address of operating office, Marshalltown, Iowa.

ALBIA & CENTERVILLE RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. *a* Albia & Centerville Railroad	Albia, Iowa.	Centerville, Iowa.	24 44	24.44

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	F. M. Drake	Centerville, Iowa.
President	F. M. Drake	Centerville, Iowa.
First Vice-President	Russell Sage	New York City.
Assistant Secretary	J. J. Slocum	New York City.
Treasurer	Russell Sage.	New York City.
Assistant Treasurer	T. I. Wasson	Marshalltown, Iowa.
Auditor.	T. I. Wasson	Marshalltown, Iowa.
General Manager	L. T Day	Minneapolis, Minn.
Chief Engineer	H. G. Kelley.	Minneapolis, Minn.
General Superintendent.	C. W. Huntington	Oskaloosa, Iowa.
Superintendent of Telegraph	B. G. Fallis	Oskaloosa, Iowa.
Traffic Manager	J. N. Tittemore	Marshalltown, Iowa.
Assistant General Freight Agent	S. G. Lutz	Marshalltown, Iowa.
General Passenger Agent.	G. S Batty	Marshalltown, Iowa.

ALBIA & CENTERVILLE RAILROAD COMPANY—CONTINUED.

DIRECTORS.

NAME OF DIRECTORS.	POSTOFFICE ADDRESS.	NAME OF DIRECTORS.	POSTOFFICE ADDRESS.
Russell Sage	New York.	J. J. Slocum	New York.
C. W. Osborne	New York.	F. M. Drake	Centerville, Iowa.
E. C. Osborne	New York.		

1. Total number of stockholders at date of last election, 6.
2. Date of last meeting of stockholders for election of directors, September 2, 1899.
3. Give postoffice address of general office, 20 Broad Street, New York.
4. Give postoffice address of operating office, Marshalltown, Iowa.

IOWA NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED

1. Railroad line represented by capital stock: *a.* Main line.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. *a* Iowa Northern Railway company	Colfax	Valeria	5.93

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. S. Nylie	Davenport, Iowa.
First Vice-President	D. Ryan	Des Moines, Iowa.
Secretary	John Topper	Colfax, Iowa.
Attorney, or General Counsel	W. O. McElroy	Newton, Iowa.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
F. H. Griggs	Davenport, Iowa.	John M. Topper	Colfax, Iowa.
D. Ryan	Des Moines, Iowa.	Robert Ryan	Lincoln, Neb.
J. S. Nylie	Davenport, Iowa.		

1. Total number of stockholders at date of last election, 6
2. Date of last meeting of stockholders for election of directors, June 19, 1900
3. Give postoffice address of general office, Colfax, Iowa.
4. Give postoffice address of operating office, Colfax, Iowa.

KEOKUK & WESTERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each class of roads named.
1. Keokuk & Western Railroad Company	Alexandria, Mo.	Van Wert, Iowa	142.65
1. Keokuk & Western Railroad Company	Des Moines, Iowa	Cainsville, Mo.	112.00
5. St. Louis, Keokuk & Northwestern R. R. Co.			5.00
Total			259.65

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	J. W. Blythe	Burlington, Iowa.
First Vice-President	A. C. Goodrich	Keokuk, Iowa.
Secretary	H. E. Jarvis	Burlington, Iowa.
Treasurer	J. C. Peasley	Chicago, Ill.
Auditor	T. R. Board	Keokuk, Iowa.
General Manager	A. C. Goodrich	Keokuk, Iowa.
Chief Engineer	A. C. Goodrich	Keokuk, Iowa.
General Superintendent	J. P. Boyle.	Keokuk, Iowa.
Superintendent of Telegraph	J. P. Boyle	Keokuk. Iowa.
Traffic Manager	A. C. Goodrich	Keokuk, Iowa.
General Freight Agent	A. McCrae	Keokuk, Iowa.
Assistant General Freight Agent	W. G. Goodrich.	Keokuk, Iowa.
General Passenger Agent	A. McCrae.	Keokuk, Iowa.
Assistant General Passenger Agent	W. G. Goodrich	Keokuk, Iowa.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
C. E. Perkins	Burlington, Iowa.	Richard Olney	Boston, Mass.
J. W. Blythe	Burlington, Iowa.	F. W. Hunnewell	Boston, Mass.
W. W. Baldwin	Burlington, Iowa.	J. Malcolm Forbes	Boston, Mass.
A. C. Goodrich	Keokuk, Iowa.	T. Jefferson Coolidge	Manchester, Mass.
J. C. Paine	Boston, Mass.		

1. Total number of stockholders at date of last election, 12.
2. Date of last meeting of stockholders for election of directors, February 7, 1900.
3. Give postoffice address of general office, Keokuk, Iowa.
4. Give postoffice address of operating office, Keokuk, Iowa.

MASON CITY & FT. DODGE RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Mason City & Fort Dodge Railroad company	Mason City, Iowa.	Lehigh, Iowa	88.1
	Carbon Jct. Iowa	Coalville, Iowa	3.9
Total			92.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. C. Toomey	St. Paul, Minn.
Vice-President	Hamilton Browne	Boone, Iowa.
Secretary } Treasurer }	S. T. Meservey	Fort Dodge, Iowa.
Assistant Treasurer	O. B. Grant	Fort Dodge, Iowa.
Auditor	J. L. Keough	Fort Dodge, Iowa.
Superintendent	O. B. Grant	Fort Dodge, Iowa.
Superintendent of Telegraph	W. M. Salisbury.	Fort Dodge, Iowa.
General Freight Agent	S. D. Parkhurst	Fort Dodge, Iowa.
General Passenger Agent	S. D. Parkhurst	Fort Dodge, Iowa.

DIRECTORS

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
James F. Hill	St. Paul, Minn.	W. C. Toomey	St. Paul, Minn.
D. C. Shepard	St. Paul, Minn.	Hamilton Browne	Boone, Iowa.
Louis W. Hill	St. Paul, Minn.		

1. Total number of stockholders at date of last election, 8.
2. Date of last meeting of stockholders for election of directors, May 15, 1900
3. Give postoffice address of general office, Fort Dodge, Iowa.
4. Give postoffice address of operating office, Fort Dodge, Iowa.

MINNEAPOLIS & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock { *a* Main line. *b* Branches and spurs.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Minneapolis & St. Louis Railroad Co.....	Min'apolis, Minn.	Angus, Iowa	.....	259.90
b Minneapolis & St. Louis Railroad Co.....	Kalo Jct., Iowa ...	Kalo, Iowa.....	1.46	
	Hopkins, Minn....	Watertown, S. D..	215.42	
	Manitou Junction.	Tonka Bay, Minn.	1.45	
	Winthrop, Minn ..	Estherville, Ia	89.12	
				307.45
5. Northern Pacific Railroad company.....	St. Paul, Minn.....	Min'apolis, Minn	.....	10.11
Total	.....	.....	.....	577.46

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President.....	Edwin Hawley	New York, N. Y.
Vice-President.....	L. F. Day.....	Minneapolis, Minn.
Secretary and Assistant Treasurer.....	Joseph Gaskill.....	Minneapolis, Minn.
Treasurer.....	F. H. Davis.....	New York, N. Y.
General Counsel.....	William Strauss	New York, N. Y.
General Attorney.....	Albert E. Clarke.....	Minneapolis, Minn.
Auditor	Frank Nay.....	Minneapolis, Minn
General Manager	L. F. Day	Minneapolis, Minn.
Chief Engineer	H G. Kelley.....	Minneapolis, Minn.
Superintendent of Transportation.....	A. P. Tanner.....	Minneapolis, Minn.
General Freight Agent	W. M. Hopkins.....	Minneapolis, Minn.
Assistant General Freight Agent	R. G. Brown	Minneapolis, Minn.
General Passenger Agent	A. B. Cutts.	Minneapolis, Minn.
General Baggage Agent	A. B. Cutts.....	Minneapolis, Minn.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
Edwin Hawley.....	New York, N. Y.	L. C. Weir.....	New York, N. Y.
F. H. Davis.....	New York, N. Y.	George Crocker.....	New York, N. Y.
William Strauss	New York, N. Y.	John E. Searles	New York, N. Y.
Edwin Langdon.....	New York, N. Y.	L. F. Day	Minneapolis, Minn.
F. E. Palmer.....	New York, N. Y.		

1. Total number of stockholders at date of last election, 380.
2. Date of last meeting of stockholders for election of directors, first Tuesday in October, 1899.
3. Give postoffice address of general office, Minneapolis, Minn.
4. Give postoffice address of operating office, Minneapolis, Minn.

MUSCATINE NORTH & SOUTH RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1. *a* Muscatine North & South R. R.—main line.	Muscatine, Iowa	Elrick Junction	28.67

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Walter M. Gorham	Philadelphia, Pa.
First Vice-President	H. F. Balch	Minneapolis, Minn.
Secretary	Henry Jayne	Muscatine, Iowa.
Treasurer	Henry Jayne	Muscatine, Iowa.
Auditor	George Reedey	Muscatine, Iowa.
General Manager	Charles Howard	Muscatine, Iowa.
Superintendent of Telegraph	J. A. Cor	Muscatine, Iowa.
Traffic Manager	Charles Howard	Muscatine, Iowa.
General Freight Agent	Charles Howard	Muscatine, Iowa.
General Passenger Agent	Charles Howard	Muscatine, Iowa.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
Walter M. Gorham		George W. Seevers.	
H. F. Balch		P. M. Musser	
M. J. Peppard.		Henry Jayne	
J. A. Nelson			

1. Total number of stockholders at date of last election, 9.
2. Date of last meeting of stockholders for election of directors, January 10, 1900.
3. Give postoffice address of General office, Muscatine, Iowa.
4. Give postoffice address of operating office, Muscatine, Iowa.

OMAHA & ST. LOUIS RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.
5. Line operated under trackage rights.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
1. *a* Omaha & St Louis Railroad company.....	Pattonsburg, Mo.	Council Bluffs, Ia.	143.39	143.39
5. Chicago, Milwaukee & St. Paul Railway Co..	In Council Bluffs terminal tracks.		.34	.34
Total.....			143.73	143.73

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	John Lambert	Chicago, Ill.
President	A. E. Stillwell	Kansas City, Mo.
First Vice-President	Alfred Clifford	St. Louis, Mo.
Second Vice-President	James Hopkins	St Louis, Mo.
Secretary	Chas. G. Gates	Chicago, Ill.
Treasurer	Chas. G. Gates	Chicago, Ill.
Assistant Treasurer	W. D. Tucker	Kansas City, Mo.
General Counsel	Max Pam	Chicago, Ill.
Auditor	H. H. Kendrick	Kansas City, Mo.
General Manager	W. G. Brimson	Kansas City, Mo.
Assistant General Manager	E. H. Shaufler	Quincy, Ill.
Chief Engineer	E. M. Collins	Kansas City, Mo.
General Freight Agent	Chas. E. Gibbs	Kansas City, Mo.
Assistant General Freight Agent	Geo. M. Entrikin	Omaha, Neb.
General Passenger Agent	A. J. Bandy	Kansas City, Mo.
General Ticket Agent	A. J. Bandy	Kansas City, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
John Lambert	Chicago, Ill.	Francis Smith	New York, N. Y.
Chas. G. Gates	Chicago, Ill.	James Hopkins	St. Louis, Mo.
A. E. Stillwell	Kansas City, Mo.	Alfred Clifford	St. Louis, Mo.
W. E. Roosevelt	New York, N. Y.		

1. Total number of stockholders at date of last election, 8.
2. Date of last meeting of stockholders for election of directors, November 17, 1899.
3. Give postoffice address of general office, Kansas City, Mo.
4. Give postoffice address of operating office, Kansas City, Mo.

WILLMAR & SIOUX FALLS RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. *a* Willmar & Sioux Falls Railway	Willmar, Minn...	Sioux City, Iowa..	223.76	
	Garretson, S. D..	Yankton, S. Dak.	80.49	304.25
2. Sioux City & Western Railway	So. Sioux City Ia.	O'Neill, Neb	129.16	129.16
5. Trust Company of North America (formerly belonging to the Sioux City Terminal and Warehouse Company)	(In Sioux City.)			
	Jct with W. & S. F. Ry	Jct. with tracks of C., M. & St. P.	1.57	
Chicago. Milwaukee & St Paul	Jct. with tracks of Trust Co. of N. A.	Jct. with tracks of Combination Bridge Company	.60	
Combination Bridge Company	Jct. with tracks of C., M. & St. P.	South Sioux City, Neb.	1.15	3.32
Total				436.73

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	W. P. Clough	St. Paul, Minn.
First Vice-President	James N. Hill	St. Paul, Minn.
Secretary and Treasurer	Edward Sawyer	St. Paul, Minn.
General Solicitor	U. S. Grover	St. Paul, Minn
Comptroller	R. I. Farrington	St. Paul, Minn.
Assistant Comptroller.	J. G. Drew.	St. Paul, Minn.
General Auditor	J. L. Cramer.	St. Paul, Minn.
Ghief Engineer	John F. Stevens	St. Paul, Minn.
General Superintendent	F. E. Ward	St. Paul, Minn
Assistant General Superintendent	J. M. Gruber.	Willmar, Minn.
Superintendent of Telegraph.	E. J. Little	St. Paul, Minn.
Traffic Manager	F. B. Clarke	St. Paul, Minn.
General Freight Agent	Fred Rogers	Sioux City, Iowa.
General Passenger Agent.	Fred Rogers	Sioux City, Iowa.
General Baggage Agent.	S. A. Smart	St. Paul, Minn.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
W. P. Clough	St. Paul, Minn.	Edward Sawyer.	St. Paul, Minn.
U. S. Grover	St. Paul, Minn.	James N. Hill	St. Paul, Minn.
Samuel Hill	Minneapolis Minn.		

1. Total number of stockholders at date of last election, 6.
2. Date of last meeting of stockholders for election of directors, October 14, 1899.
3. Give postoffice address of general office, St. Paul, Minn.
4 Give Postoffice address of operating office, St. Paul, Minn

SIOUX CITY & NORTHERN RAILROAD COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. Sioux City & Northern railroad	Sioux City, Ia.	Garretson, S. D.	96	96.
2. Sioux City Terminal and Warehouse Co.	Division street, Sioux City, Ia.	Douglas street, Sioux City, Ia.	1.28	1.28
Total.				97.28

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	Samuel J. Beals	Sioux City, Iowa.
First Vice-President	Craig L. Wright	Sioux City, Iowa.
Secretary and Treasurer.	H. S. Baker	Sioux City, Iowa.
Treasurer for Receivers.	Geo. W. Oakley	Sioux City, Iowa.
Attorney, or General Counsel	Craig L. Wright	Sioux City, Iowa.
Auditor for Receivers	John K. Lee	Sioux City, Iowa.
Superintendent of Telegraph	T. W. Ackley	Sioux City, Iowa.
General Freight Agent	W. B. McNider	Sioux City, Iowa.
General Passenger Agent	W. B. McNider	Sioux City, Iowa.
Receivers	Samuel J. Beals	Sioux City, Iowa.
	Warwick Hough	St. Louis, Mo.
Land Commissioner	T. A. Seaman	St. Louis, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
T. A. Seaman	Sioux City, Iowa.	C. L. Wright	Sioux City, Iowa.
S. J. Beals	Sioux City, Iowa.	O. F. Call	Sioux City, Iowa
H. S. Baker	Sioux City, Iowa.	W. P. Mawley	Sioux City, Iowa.
W. P. Clough	St. Paul, Minn.	Geo. W. Oakley	Sioux City, Iowa.
Jno. F. Stevens	St. Paul, Minn.		

1. Total number of stockholders at date of last election, 21.
2. Date of last meeting of stockholders for election of directors, second Wednesday in June.

TABOR AND NORTHERN RAILWAY COMPANY.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
1. *a* Tabor & Northern railway	Tabor, Iowa	Malvern	8.79	8.79

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
Chairman of the Board President	Robert McClelland	Tabor, Iowa.
First Vice-President	Thos. McClelland	Galesburg Ill.
Auditor	D. E. Low, acting	Tabor, Iowa.
General Manager	Robert McClelland	Tabor, Iowa.
Traffic Manager	Chas. R. Wilson.	Omaha, Neb.
Assistant General Freight Agent General Passenger Agent	R. S. McClelland	Tabor, Iowa.

DIRECTORS.

NAME OF DIRECTORS.	POSTOFFICE ADDRESS.	NAME OF DIRECTORS.	POSTOFFICE ADDRESS.
Robert McClelland	Tabor, Iowa.	J. M. Barbour	Tabor, Iowa.
Thos. McClelland.	Galesburg, Ill.	H. C. Dye	Tabor, Iowa.

1. Total number of stockholders at date of last election, 60.
2. Date of last meeting of stockholders for election of directors, June 11, 1900.
3. Give postoffice address of general office, Tabor, Iowa.
4. Give postoffice address of operating office, Tabor, Iowa.

LINES OPERATED BY THE WABASH RAILROAD COMPANY.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
LINES OWNED—				
The Wabash railroad	Toledo	East Hannibal	460.5	
	Bluffs	Camp Point	39.4	
	Clayton	Elvaston	34.5	
	Sidney	Champaign	11.7	
	Decatur	East St. Louis	110.1	
	Edwardsville	Edwardsville Jct	1 7	
	C. & W. I. Jct	Effingham	205.4	
	Shumway	Altamont	9.5	
	Fairbury Junction	Streator	30.9	
	Delray	Butler	109 8	
	Montpelier	Clarke Junction	149.6	
	Attica	Covington	14.8	
	St. Louis (Tayon Av)	Harlem	274.8	
	Moberly	Ottumwa	131.5	
	Moulton	Albia	28.3	
	Albia	Des Moines	68.2	
	Salisbury	Glasgow	15.4	
	St. Louis (Carr St.)	Ferguson	10.7	
Total				1,706.8
LINES LEASED—				
Louisiana & Pike County railroad	Pittsfield Junction	Pittsfield	6.2	
Eel River railroad	Butler	Logansport	94.1	
Peru & Detroit railway	Chili	Peru	9.5	
Hannibal Bridge company	East Hannibal	Hannibal	3.0	
Brunswick & Chillicothe railroad	Brunswick	Chillicothe	38.2	
St. Louis, Council Bluffs & Omaha railroad	Chillicothe	Pattonsburg	41.4	
Boone County & Boonville railroad	Centralia	Columbia	21.6	
Total.				214.0
LINES OPERATED UNDER JOINT TRACKAGE ARRANGEMENTS—				
Grand Trunk railroad	Detroit	Black Rock	228.2	
Grand Trunk railroad	Welland Junction	Suspension Bridge	18.0	
Erie railroad	Suspension Bridge.	Buffalo	25.6	
Detroit Union Depot and Station company	Detroit (un'n depot)	Delray	4.6	
Chicago & Western Indiana railroad	Chicago	C. & W. I. Junction	8.0	
Chicago & Western Indiana railroad	State line (Ind.-Ill.)	C. & W. I. Junction	11.8	
Chicago Terminal Transfer railroad	Clarke Junction	State line (Ind.-Ill.)	5.8	
Chicago, Burlington & Quincy railroad	Camp Point	Quincy	21.8	
Chicago, Burlington & Quincy railroad	Quincy	East Hannibal	17.3	
Toledo, Peoria & Western railway	Elvaston	Hamilton	6.5	
Toledo, Peoria & Western railway	Forrest	Fairbury Junction	6.1	
Keokuk Bridge company	Hamilton	Keokuk	1.3	
Missouri, Kansas & Texas railway	Hannibal Bridge trk	Hannibal (U'n depot)	0.4	
Terminal Railroad Association of St. Louis	East St. Louis	St. Louis (U'n sta.)	3.8	
Baltimore & Ohio Southwestern railroad	Shumway	Altamont	0.8	
Terminal Railroad Association of St. Louis.	St. Louis (union sta.)	Toyon Avenue	0.7	
Hannibal & St. Joe railroad	Harlem	Kansas City	1.5	
Iowa Central railway	Albia	Albia Connection	0 2	
Missouri, Kansas & Texas railway	Hannibal	Moberly	69.7	
Missouri Pacific railway	St. Louis (Olive St.)	Carr Street	0.6	
Erie railroad	Black Rock	International Jct	4.5	437.2
Total mileage operated				2,358.0

LINES OPERATED BY THE WABASH—CONTINUED.

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	O. D. Ashley	New York City, N.Y.
Vice-Presidents	Edgar T. Welles	New York City, N.Y.
	J. Ramsey, Jr	St. Louis, Mo.
Secretary	J. C. Otteson	New York City, N.Y.
Treasurer	F. L. O'Leary	St. Louis, Mo.
General Solicitor, Attorney, or General Counsel	Wells H. Blodgett	St. Louis, Mo.
Auditor	D. B. Howard	St. Louis, Mo.
Assistant Auditor	E. B. Pryor	St. Louis, Mo.
General Manager	J. Ramsey, Jr.	St. Louis, Mo.
Chief Engineer	W. S. Lincoln	St. Louis, Mo.
General Superintendent	H. L. Magee	St. Louis, Mo.
Division Superintendents	E. A. Gould	Peru, Ind.
	A. Robertson	Decatur, Ind.
	J. S. Goodrich	Moberly, Mo.
	G. M. Burns	Detroit, Mich.
	A. E. Robbins	Buffalo, N. Y.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.
Traffic Manager—freight	M Knight	St. Louis, Mo.
General Freight Agent	S. B. Knight	St. Louis, Mo.
Assistant General Freight Agent	P. W. Coyle	St. Louis, Mo.
General Passenger Agent	C S. Crane	St. Louis, Mo.
Assistant General Passenger Agent	H. V. P. Taylor	St. Louis, Mo.
General Ticket Agent	C. S. Crane	St. Louis, Mo.
Assistant General Ticket Agent	H. V. P. Taylor	St. Louis, Mo.
General Baggage Agent	S. H. Overholt	St. Louis, Mo.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS	NAME.	POSTOFFICE ADDRESS.
O. D. Ashley	New York City, N.Y	Edwin Gould	New York City, N.Y.
Geo. J. Gould	New York City, N.Y.	Thos. H. Hubbard	New York City, N.Y.
Edgar T Welles	New York City, N.Y.	John T Terry	New York City, N.Y.
Henry K. McHarg	New York City, N.Y.	Russel Sage	New York City, N.Y
C. J. Lawrence	New York City, N.Y.	C. C. Macrae	London, England.
P. B Wyckoff	New York City, N.Y.	Francis Pavy	London, England.
S. C Reynolds	Toledo, Ohio.		

1. Total number of stockholders at date of last election, not known.
2. Date of last meeting of stockholders for election of directors, October 10, 1899
3. Give postoffice address of general office, St. Louis, Mo.
4. Give postoffice address of operating office, St. Louis Mo

WINONA & WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of roads named.
	FROM—	TO—		
Winona & Western Railway Company.....	Winona, Minn...	Osage, Iowa.....	132.2	132.2

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	H. W. Lamberton	Winona, Minn.
Vice-President.	V. Simpson.	Winona, Minn.
Secretary	Thomas Simpson	Winona, Minn.
Treasurer	M. G. Norton	Winona, Minn.
Assistant Treasurer	S. S. Strouse	Winona, Minn.
General Superintendent	J. J. Mahoney	Winona, Minn.
General Freight Agent	J. J. Mahoney	Winona, Minn.
General Passenger Agent	J. J. Mahoney	Winona, Minn.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Wm. H. Laird.	Winona, Minn.	Chas. Horton.	Winona, Minn.
J. R. Mitchell	Winona, Minn.	V. Simpson	Winona, Minn.
S. W. Hamilton.	Winona, Minn.	H. W. Lamberton	Winona, Minn.
W J. Landan	Winona, Minn.	M. G. Norton.	Winona, Minn.
Earle S Youmans	Winona, Minn.		

1. Total number of stockholders at date of last election, 10.
2. Date of last meeting of stockholders for election of directors, June 6, 1900
3. Give postoffice address of general office, Winona, Minn.
4. Give postoffice address of operating office, Winona, Minn

IOWA CENTRAL & WESTERN RAILROAD.

PROPERTY OPERATED.

1. Railroad line represented by capital stock: Main line

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
1 Iowa Central & Western railroad.....	Belmond, Iowa...	Algona, Iowa.	37.3

BURLINGTON & NORTH-WESTERN RAILWAY COMPANY.

PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of roads named.
	FROM—	TO—	
Burlington & Northwestern Railway company	Mediapolis	Washington	38.73
The company has leased the right to run over 13.77 miles of the B., C. R. & N. Ry., the distance between Burlington and Mediapolis			13.77
Total			52.5

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt	Burlington, Iowa.
Vice-President	J. T. Remey	Burlington, Iowa.
Secretary } Treasurer }	R. M. Green	Burlington, Iowa.
Attorney, or General Counsel	W. L. Cooper	Burlington, Iowa.
Auditor, Chief Clerk Accountant Department	K. M. Boden	Burlington, Iowa.
Manager	R. Law	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed	Burlington, Iowa.
Traffic Chief Clerk	M. Law	Burlington, Iowa.

DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt	Burlington, Iowa.	H. B. Scott	Burlington, Iowa.
J. F. Remey	Burlington, Iowa.	C. P. Squire	Burlington, Iowa.
W. W. Baldwin	Burlington, Iowa.	H. S. Rand	Burlington, Iowa.
W. F. McFarland	Burlington, Iowa.	William Carson	Burlington, Iowa.
J. W. Blythe	Burlington, Iowa		

1. Total number of stockholders at date of last election, 229.
2. Date of last meeting of stockholders for election of directors, June 20, 1900.
3. Give postoffice address of general office, Burlington, Iowa.
4. Give postoffice address of operating office, Burlington, Iowa.

BURLINGTON & WESTERN RAILWAY COMPANY.

NAME.	TERMINALS. FROM—	TERMINALS. TO—	Miles of line for each road named.	Miles of line for each class of roads named.
Burlington & Western Railway Company	Winfield	Oskaloosa		70.7
This company has by payment of its proportion of joint expense of train service and track repairs the right to run over the Burlington & Northwestern railway from Winfield to Mediapolis			19.73	
And thence to Burlington over the Burlington, Cedar Rapids & Northern Railway company's line under contract of the Burlington & Northwestern Railway company with that company			13.77	— 33.5
Total				104.2

OFFICERS.

TITLE.	NAME.	LOCATION OF OFFICE.
President	T. W. Barhydt	Burlington, Iowa.
First Vice-President	C. P. Squires	Burlington, Iowa.
Third Vice-President Secretary Treasurer	R. N. Green	Burlington, Iowa.
Attorney, or General Counsel	W. L. Cooper	Burlington, Iowa.
Auditor, Chief Clerk Accountant Department	K. N. Boden	Burlington, Iowa.
Manager	R. Law	Burlington, Iowa.
Superintendent of Telegraph	E. J. Goodspeed	Burlington, Iowa.
Traffic Chief Clerk	M. Law	Burlington, Iowa.

DIRECTORS.

NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.	NAMES OF DIRECTORS.	POSTOFFICE ADDRESS.
T. W. Barhydt	Burlingt n, Iowa.	J. W. Blythe	Burlington, Iowa.
N. P. Squires	Burlington, Iowa.	H. B. Scott	Burlington, Iowa.
W. W. Baldwin	Burlington, Iowa.		

1. Total number of stockholders at date of last election, 6.
2. Date of last meeting of stockholders for election of directors, June 20, 1900
3. Give postoffice address of general office, Burlington, Iowa.
4. Give postoffice address of operating office, Burlington, Iowa.

SYLLABI OF DECISIONS OF INTERSTATE COMMERCE COMMISSION.

SYLLABI OF DECISIONS

OF INTERSTATE COMMERCE COMMISSION.

BOARD OF RAILROAD COMMISSIONERS OF SOUTH CAROLINA

v.

FLORENCE RAILROAD COMPANY *et al.*

G. P. ALLEN *et al.*

v.

CAROLINA MIDLAND RAILWAY COMPANY *et al.*

RIDGE FRUIT AND MELON GROWERS' ASSOCIATION OF SOUTH CAROLINA

v.

SOUTHERN RAILWAY COMPANY *et al.*

Decided May 19, 1898.

On complaint that rates charged by defendants for the transportation of melons in car loads from shipping points in South Carolina to New York and other points in northern and northeastern states were unjust and unreasonable, it appeared that the rates were lower than those in force between the same points on cotton and general merchandise, although greater speed and some other exceptional facilities are involved in the transportation of melons from South Carolina; and that the rates per ton per mile afforded by the melon rates ranged from 7.6 mills to 1.1 cents, and for most of the defendant roads were less than the average receipts per ton per mile from all freight. The evidence was insufficient to warrant an estimate of the cost of production or the results of sales during the shipping season. *Held*, That the rates complained of were not shown to be unjust or unreasonable, and that the petitions should be dismissed without prejudice.

B. BROCKWAY *et al.*

v.

THE ULSTER & DELAWARE RAILROAD COMPANY; THE WEST SHORE RAILROAD COMPANY; AND THE NEW YORK CENTRAL & HUDSON RIVER RAILROAD COMPANY as Lessee of THE WEST SHORE RAILROAD.

Decided June 23, 1898.

Petitioners alleged error in that part of the decision and order in *Milk Producers' Protective Association v. Delaware, L. & W. R. Co.* 7 I. C. C. Rep. 92, which authorizes a line composed of the Ulster & Delaware and West Shore railroads to charge fourth-group rates on milk and cream shipped to Weehawken from stations on the Ulster & Delaware railroad which would otherwise take the lower rates ordered in that case for third-group distances over other lines; such exception having been granted by the Commission on account of unusually difficult grades over the Catskill Mountains and the further fact that all of the milk carried by the Ulster & Delaware is gathered beyond the mountains at distances of 132 to 175 miles from the Weehawken terminal. *Held*, That there was no material error in the original decision, and that the petitions should be dismissed.

GRAIN SHIPPERS' ASSOCIATION OF NORTHWEST IOWA

v.

ILLINOIS CENTRAL RAILROAD COMPANY AND OTHERS.

First.—A slight reduction in freight rates from a large extent of territory upon a staple commodity like grain may result in very largely diminishing the revenues of the carrier, as well as determining whether or not grain can be raised at a profit, and, ultimately, whether it shall be raised at all. Questions of this nature, involving as they do great interests to both parties, and interests which mean, not the loss or gain of a given sum for a single year, but similar loss or gain year after year, ought not to be determined except upon some reasonably satisfactory showing, if the material for such showing exists.

Second.—While value is a most important element to be considered in fixing rates, it plainly cannot be made an arbitrary standard independent of all other considerations.

Third.—If a carrier can profitably make a low rate for the purpose of obtaining traffic in existence which would otherwise pass over a competing line, then it may profitably, under some circumstances, make a low rate for the purpose of bringing into existence traffic which would not otherwise pass over any line.

Fourth.—The capitalization of a railroad, to have consideration in cases involving the readjustment of rates, should be accompanied by a history of the capital account, the value of the stock and various securities, and the actual cost and value of the property itself. To make the capital account of railroads the measure of legitimate earnings would place, as a rule, the corporation which has been honestly managed from the outset under enormous disadvantages.

Fifth.—It is not enough for defendant carriers to say, in a case involving the relation of rates, that competition justifies or requires the thing which is done; something must be known of the nature and extent and effect of that competition.

Sixth.—The transportation of grain eastward from Kansas City and from Sioux City and other points in the territory adjacent to Sioux City is subject to competition between the carriers; but while reduced rates have resulted from the competition at Kansas City the competition in northwest Iowa has been more effectively restrained by an agreement formerly in effect, and, since such agreement was canceled, by continuance of rates without substantial reduction. The rate on corn to Chicago from most points in western Iowa is 17 cents per 100 pounds. Examination of the rates and rate changes for a period of years indicates that a rate of 15 cents on corn from Kansas City to Chicago should be applied at all Missouri River points, but the evidence is not sufficient to enable a definite conclusion. It does appear, however, that the rate on grain from Sioux City and other points in a limited section of northwest Iowa are too high.

Held, That the 19-cent rate on corn from Sioux City and other points in adjacent territory should be reduced, the 17-cent rate on corn now in effect from most points in western Iowa should be extended to Sioux City and points in Iowa on and east of the Sioux City & St Paul railroad (now part of the C., St. P., M. & O. system), and corresponding reduction should be made from other points in southeastern South Dakota. *Held*, further, that while no opinion is expressed as to what is the proper relation of the rates on wheat and corn from Sioux City and adjacent territory, the difference of 4 cents which now prevails from most shipping points in that section should not be exceeded.

Seventh.—An order granting reparation to shippers for an unreasonable rate must be based upon evidence and a finding that the rate was unreasonable at the time it was paid.

A. J. GUSTIN

v.

THE ATCHISON, TOPEKA & SANTA FE RAILROAD COMPANY, and Aldace F. Walker, John J. McCook and J. C. Wilson, Receivers thereof; THE BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY COMPANY; THE CHICAGO & ALTON RAILROAD COMPANY; THE CHICAGO, BURLINGTON & NORTHERN RAILROAD COMPANY; THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY; THE CHICAGO GREAT WESTERN RAILWAY COMPANY; THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY; THE CHICAGO & NORTHWESTERN RAILWAY COMPANY; THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY; THE CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY COMPANY; THE HANNIBAL & ST. JOSEPH RAILROAD COMPANY; THE ILLINOIS CENTRAL RAILROAD COMPANY; THE IOWA CENTRAL RAILWAY COMPANY; THE KANSAS CITY, ST. JOSEPH & COUNCIL BLUFFS RAILROAD COMPANY; THE MINNEAPOLIS & ST. LOUIS RAILWAY COMPANY, and W. H. Truesdale, Receiver thereof; THE MISSOURI PACIFIC RAILWAY COMPANY; THE ROCK ISLAND & PEORIA RAILWAY COMPANY; THE ST. LOUIS, KEOKUK & NORTHWESTERN RAILROAD

COMPANY; THE WABASH RAILROAD COMPANY; THE UNION PACIFIC RAILWAY COMPANY, and S. H. H. Clark, Oliver W. Mink, E. Ellery Anderson, John W. Doane, and Frederick R. Coudert, Receivers thereof; THE BURLINGTON & MISSOURI RIVER RAILROAD IN NEBRASKA.

Decided August 7, 1899.

First.—The defendants, having engaged under their tariffs and course of business in the through transportation of traffic from Chicago and other points to Kearney, Neb., over continuous lines formed by their connected roads, are required by the Act to Regulate Commerce to make their rates on such transportation reasonable and otherwise in conformity with the provisions of that statute, and such duty is not avoided by the fact that the rates to Kearney may be combinations of rates to and from Omaha

Second.—The necessities of carriers often demand, and traffic conditions frequently warrant them in exacting a share of through rates which gives them more per mile than that which results to a connecting carrier from the division accepted by it.

Third.—The rate per ton per mile rule brings rates down to the narrowest point of scrutiny, and for that purpose is valuable; but it excludes consideration of other circumstances and conditions which enter into the making of rates, no matter how compulsory or imperious they may be, and it cannot, therefore, be accepted as controling in determining the reasonableness of rates.

Fourth.—Combination rates always afford an advantage to the basing point, and entail some disadvantage upon the town to which the combined rates are applied, and when traffic is brought to the two places to be distriubted in common territory the preferences and prejudices resulting from such rates must generally be held unreasonable and undue.

Fifth.—Freight rates from Chicago and other eastern points to Kearney, Neb., made by combining rates to and from Omaha, a point on the Missouri river, are not unreasonable in amount, and the evidence was insufficient upon the question whether such rates subject Kearney merchants to unlawful disadvantage.

CHICAGO FIRE PROOF COVERING COMPANY

v.

CHICAGO & NORTHWESTERN RAILWAY COMPANY and THE PENNSYLVANIA COMPANY.

Decided November 1, 1899.

First.—The provision in section 3 of the Act, that "this shall not be construed as requiring any such common carrier to give the use of its tracks or terminal facilities to another carrier engaged in like business," refers to facilities for interchanging traffic between connecting lines; and providing such facilities is not involved in this proceeding.

Second.—The varying cost to shippers in delivering freight to the carrier for shipment can have no bearing in a case which has sole reference to what are unlawful rates from the carriers' stations.

Third.—Upon complaint that defendants charge unlawful rates on asbestos articles from Summerdale, Ill., to Lima, Ohio, and other eastern points, it appeared that Summerdale, although within the city limits of Chicago, is a station on the C. & N. W. Ry., which, for purposes of shipment and carriage is independent of the main depots of that company in Chicago; that it is a shorter-distance point, and Milwaukee and other places on the Milwaukee division of the C. & N. W., north of Summerdale, are long-distance points, over defendants' established through line, with reference to L. C. L. shipments to eastern destinations; that defendants have through rates in effect from stations north of Chicago, but on traffic from Summerdale the Penn. Co. insists upon a higher charge made by adding rates to and from the point of connection in Chicago; that these through rates were not denied to Summerdale before it became part of Chicago by extension of the city limits; and that the circumstances and conditions governing the transportation are not dissimilar. *Held*, That defendants' higher less than carload rates on asbestos articles from Summerdale than from points north of Chicago, to and including Milwaukee, on shipments destined to Lima, O., and other eastern points, are in violation of sections 3 and 4 of the statue.

Fourth.—Defendants offer to carry asbestos material at established through joint rates to eastern points from stations north of Chicago, including Milwaukee; and by denying such rates on like shipments from Summerdale, an intermediate station, and exacting higher rates thereon, they subject complainant to undue prejudice in its competition with other dealers for the sale of asbestos articles and shipment thereof to eastern localities.

Fifth.—Notwithstanding the contention that higher rates are lawfully in force on shipments from Summerdale than from Milwaukee and other more distant points to eastern localities, it appears that,

under the tariffs in force over defendants' through line, the rates from Summerdale were actually the same as those from more distant stations, including Milwaukee, at the time a less than carload lot of asbestos pipe coverings was shipped by complainant from Summerdale to Lima, O. *Held*, That in failing to apply the through Milwaukee division rates from Summerdale on such shipment the defendants acted contrary to the requirements of section 6 of the Act, and that complainant is entitled to recover the overcharge.

Sixth.—Apparently the rates on carload shipments to the east from Summerdale should be as low as those in force to the same destination from Milwaukee, but as carload lots take somewhat different routing than less than carloads from Summerdale, and the evidence as to carloads was not specific, no opinion on that branch of the case is expressed, and complainant is granted leave to apply for further hearing.

GEORGE L. CASTLE

v.

BALTIMORE & OHIO RAILROAD COMPANY.

Decided November 29, 1899.

First.—Common carriers are bound by every principle of justice and of law to accord equal rights to all shippers who are entitled to like treatment, both in the receiving of supplies and the shipment of their products, and a carrier who under any pretext whatsoever grants to one shipper an advantage which it denies another violates the spirit and thwarts the purpose of the law.

Second.—Complainant alleged that defendant had unjustly discriminated in rates and facilities for the transportation of sand against him and in favor of his competitors, but the evidence was not sufficient to show breach of legal duty on the part of the defendant, and the complaint was dismissed without prejudice.

GEORGE TILESTON MILLING COMPANY

v.

NORTHERN PACIFIC RAILWAY COMPANY.

CITY OF ST. CLOUD, MINN.

v.

NORTHERN PACIFIC RAILWAY COMPANY.

Decided November 29, 1899.

First.—Rail lines between St. Paul and Duluth are part of lake and rail routes to New York, and such lines, operating under through rates with the lake carriers, cannot be heard to set up water carriage as competition *via* the lakes, in excuse of the rates which they themselves make in furtherance of that competition.

Second.—Competition between railways does not, in and of itself, create dissimilarity in "circumstances and conditions," but it is a factor which may and perhaps ought to be taken into account in cases arising under the fourth section of the statute. The question is largely one of fact, and is in each particular instance whether, in view of all the facts surrounding that individual instance, the circumstances and conditions are so dissimilar as to justify the greater charge for the shorter distance; and in deciding this question the interests of all parties, the carrier as well as the public, must be considered. Citing *Interstate Commerce Commission v. Alabama Midland R. Co.* 168 U. S. 144, 42 L. ed. 414, 18 Sup. Ct. Rep. 45.

Third.—The fact that one competing carrier has the long line does not create a dissimilarity in circumstances and conditions which justifies it in disregarding the rule of the fourth section, while competing short lines are bound by that rule. To permit the carrier by the long line to meet lower competitive rates at a more distant point without making as low rates from intermediate stations, while its competitors are obliged in all cases to make no higher charge from intermediate points on their lines, would place those competitors at the mercy of such long-line carrier. When a carrier comes into the field of competition, whether it be as the long or as the short line, it comes subject to the same limitation as every other competitor.

Fourth.—To allow one carrier to meet the rates of its competitors until it is found to have done something more than meet such rates does not constitute a workable basis, for the causes which lead to rate fluctuations are so intangible, often resting upon mere suspicion, that any attempt to determine in an individual case what those causes were, would ordinarily be futile; and to enforce such a ule would stifle that competition which the Act to Regulate Commerce was intended to secure.

Fifth.—Lower rates are in effect by the defendant and other lines on flour and other traffic from St. Paul, Minneapolis, Anoka, Elk River, Princeton and Milaca, Minn., than from St. Cloud, Minn., to eastern points; and on coal and other west-bound freight the rates from eastern points are higher to St. Cloud than to the other points specified. The disparity in rates against St. Cloud greatly prejudices that city, millers, merchants and consumers in that locality, and producers of grain in the section surrounding St. Cloud in comparison with the other places mentioned and competing millers and dealers therein. The defendant competes over a long line with three other rail lines between Duluth and other Lake Superior points and St. Paul and Minneapolis for traffic to and from the east, and St. Cloud is an intermediate point on its line; but it carries only an insignificant amount of such competitive traffic. In entering upon such competition it accepted the rates of its competitors, but being engaged in the traffic it is able to control the through rate equally with the other competing lines, and of all these lines only the defendant makes a higher charge to or from any intermediate point. *Held*, upon consideration of the whole situation, that defendant carries this business from and to St. Paul, Minneapolis, Anoka and Elk River "under substantially similar circumstances and conditions" with those existing in case of business to and from St. Cloud, and that the higher rates to and from St. Cloud, the intermediate point, are in violation of the fourth section.

Sixth.—Allowing railway competition, such as is shown in this case, to constitute an exception to the rule of the fourth section, would permit throughout the whole country the making of higher rates to or from intermediate points, thereby disarranging business conditions and producing endless discriminations which do not now exist. Such application of the long and short haul clause was not ntended by the Act. and it should not be permitted in due consideration of the interests of all parties concerned.

Seventh.—A rate can seldom be considered "in and of itself." It must be taken almost invariably in relation to and in connection with other rates, for the freight rates of this country, both upon different commodities and between different localities, are largely interdependent, and it is because they do not bear a proper relation to one another, rather than that they are absolutely either too low or too high, which most often gives occasion for complaint.

D. K. SPILLERS & COMPANY

v.

LOUISVILLE & NASHVILLE RAILROAD COMPANY.

Decided November 29, 1899.

Defendant instructed its agents to disregard the regular published tariff rates to Gallatin, and to charge the lower combination of rates to and from Nashville. It also had this rule of applying combination rates when less than tariff rates in force at other stations on its line. Instructions to that effect were issued in a separate printed circular, and did not appear, nor were they referred to in any way, upon its regular published tariffs. *Held*, That this practice is unlawful, and that, to be in compliance with the Act, any rule which operates to alter, modify or change established rates must be fully and clearly set forth upon the published tariffs of rates and charges to be affected thereby.

TRADES LEAGUE OF PHILADELPHIA

v.

PHILADELPHIA, WILMINGTON & BALTIMORE RAILROAD COMPANY; NEW YORK, PHILADELPHIA & NORFOLK RAILROAD COMPANY; NORFOLK & WESTERN RAILWAY COMPANY; and SOUTHERN RAILWAY COMPANY.

Decided December 8, 1899.

Iron pipe fittings shipped in cases from northern points to southern territory take second-class rates, but if shipped in casks, barrels or kegs a special iron rate, lower than the sixth-class rate, is

applied on any quantity. The barrel package is cheaper than the case, except when the quantity is insufficient to fill a barrel; but when that happens a keg can be used for packing, with but little inconvenience or additional expense, and the lower special iron rate is thereby secured. The choice is wholly with the shipper to pay the higher rate on fittings in cases or the lower rate on fittings in kegs or barrels. Such a classification does not operate of itself to aid dishonest shippers in underbilling goods of greater value, and the opportunity for false billing would not be lessened by giving the special iron rate to pipe fittings packed in cases. No ground of distinction appears in this respect between pipe fittings and numerous other articles included in the special iron list and taking higher rates when packed in boxes, and reclassification of all these other commodities is not warranted by the facts in this case. *Held*, That the defendant carriers have not exceeded the limits of their discretion in placing iron pipe fittings packed in cases in a higher class than iron pipe fittings packed in kegs or barrels, and that such action is not unreasonable or otherwise in violation of the Act to Regulate Commerce.

IN THE MATTER OF THE APPLICATION OF CERTAIN RAILROAD COMPANIES FOR A FURTHER EXTENSION OF TIME WITHIN WHICH TO COMPLY WITH THE PROVISIONS OF THE SAFETY APPLIANCE ACT, SO CALLED, APPROVED MARCH 2, 1893.

Time extended seven months from January 1, 1900.

Decided December 21, 1899.

ORDER.

Upon the facts and considerations above set forth it is ordered—

First.—That the period within which the petitioning carriers before mentioned shall comply with the provisions of sections 1 and 2 of the act of March 2, 1893, be, and the same is hereby, further extended for seven months from January 1, 1900; that is to say, until August 1, 1900.

Second.—That the said extension of seven months from January 1, 1900, be, and the same is hereby, granted to all other common carriers engaged in interstate commerce by railroad within the United States.

Dated Washinton, D. C., December 21, 1899.

By the Commission.

EDW. A. MOSELEY,
Secretary.

SAVANNAH BUREAU OF FREIGHT & TRANSPORTATION; O'BRIEN & CARTER; COLEMAN & MCCOLSKEY; BULLOCK BROS.; O. L. WILLIAMS; ROBERT MELTON & CO.; E. M. GODWIN; COLEMAN & HAYES BROS.; WHITE & WILLIAMS; AND J. N. DANIEL

v

LOUISVILLE & NASHVILLE RAILROAD COMPANY; FLORIDA CENTRAL & PENINSULAR RAILROAD COMPANY; SAVANNAH, FLORIDA & WESTERN RAILWAY COMPANY; CHARLESTON & SAVANNAH RAILWAY COMPANY; ALABAMA MIDLAND RAILWAY COMPANY; CLYDE STEAMSHIP COMPANY; OCEAN STEAMSHIP COMPANY OF SAVANNAH, GA.

Decided January 8, 1900.

First.—Complainants alleged that defendants' rates on sugar and other commodities from New York to Chipley and other points in Florida were unlawful as compared with the rates for the greater distances to Pensacola, Mobile and New Orleans, but the evidence was insufficient to warrant a conclusion.

Second.—Rates charged over defendants' line on bacon and other commodities from Savannah, Ga., to stations in Florida on the L. & N. R. R. were not shown to be unlawful in comparison with rates on like traffic to those stations from New Orleans or Pensacola.

Third.—Defendants' rate on uncompressed cotton from stations in Florida on the L. & N. R. R. to Savannah was $2.75 per bale at the time of hearing, when complaint was filed, and for some years prior thereto, but subsequent to the hearing this rate was increased 55 cents to $3.30 per bale. The rates to Mobile and New Orleans were, and still are, respectively, $2.00 and $2.50 per bale. *Held*, That the rate of $2.75 per bale to Savannah was not unlawful, but that the whole advance of 55 cents was unlawful, and any higher rate on such cotton to Savannah than the former difference of 25 cents

per bale above the rate in force from the same stations to New Orleans violates section 1 and 3 of the statute.

Fourth.—A carrier cannot lawfully establish and maintain an adjustment of rates which in practice prevents shippers on its line from availing themselves of a principal market, which they have long been using, and confers a substantial monopoly upon a new market in which, for reasons of its own, it has greater interest.

Fifth.—When a carrier makes rates to two competing markets which give the one a practical monopoly over the other because it can secure reshipments from the favored locality and none from the other, it goes beyond serving its fair interest, and disregards the statutory requirement of relative equality as between persons, localities and particular descriptions of traffic.

Sixth.—If a railroad company cannot secure other than an unreasonably low share of a joint rate to a seaport on another road, it may be justified in declining to join in such a rate, especially when it can take the traffic to a seaport reached by its own road; but a carrier engaged in transportation over the through line finds no such justification when it is able to secure for itself a share of the joint rate which fully equals the rate established by it for purely local service over like distances on its own road.

Seventh.—The L. & N. Co. makes certain local rates on rosin and turpentine from stations on its P. & A. division in Florida to Pensacola, Fla., and it joins with connecting carriers in making certain through group rates from the same stations to Savannah, Ga. For its service to the junction point the L. & N. exacts shares of the through joint rates to Savannah which greatly exceed its purely local rates for like distances to Pensacola, while the shares accepted by its connecting carriers are reasonably low. Upon consideration of all the facts and circumstances,—*Held*, (1) That the shares of the L. & N. Co. in the through rates to Savannah are unreasonable and unjust and operate to make the entire through rates unlawful under sections 1 and 3 of the Act in comparison with the rates to Pensacola. (2) That rates on rosin and turpentine from such P. & A. division stations to Savannah should be adjusted to the rates to Pensacola by adding to the local rates of the L. & N. Co. for the distance to Pensacola which is nearest to the distance from each station to River Junction, the present share accepted by the carriers to Savannah from River Junction; provided, however, that on shipments of turpentine to Savannah from stations east of Mossy Head the L. & N. Co. should have more than its local rate for the like distance to Pensacola, and that such rate should be determined by adding a differential of 6 cents to the L. & N. rate from Sneads to Pensacola, the carriers east of River Junction accepting their present share from such stations east of Mossy Head.

PENNSYLVANIA MILLERS' STATE ASSOCIATION

v.

THE PHILADELPHIA & READING RAILWAY COMPANY *et al.*

Decided the 8th day of October, 1900.

First.—It is well settled that a railway company whose road is wholly within the bounds of a single state, "when it voluntarily engages as a common carrier in interstate commerce by making an arrangement for a continuous carriage or shipment of goods and merchandise, is subjected, so far as such traffic is concerned, to the regulations and provisions of the Act to Regulate Commerce." *Interstate Commerce Commission* v. *Detroit, G. H. & M. R. Co.*, 167 U. S. 642, 42 L. ed. 309, 17 Sup. Ct. Rep. 986; *Cincinnati, N. O. & T. P. R. Co.* v. *Interstate Commerce Commission*, 162 U. S. 184, 40 L. ed. 935, 5 Inters. Com. Rep. 391, 16 Sup. Ct. Rep. 700; *The Daniel Ball*, 10 Wall. 565, 566, *sub nom. The Daniel Ball* v. *United States*, 19 L. ed. 1002.

Second.—There is no violation of section 2 of the Commerce law shown in this case in the *application* of the rule allowing 96 hours for unloading cars at Philadelphia; neither is there any violation of that section in the facts, that on all other commodities beside those to which the 96-hour rule is applied, only 48 hours are allowed at Philadelphia, and on coal, coke, pig iron and iron ore 72 hours are allowed at interior points, while only 48 hours are allowed on other traffic at interior points. Section 2 prohibits unjust discrimination in "the transportation of a *like kind of traffic*," and does not apply where the traffic is of different kinds or classes not competitive with each other.

Third.—The rule of section 4 of the law, forbidding the greater charge for the shorter than the longer haul, has no application to this case. That rule is based on *distance* and relates to the actual transportation charges and not to demurage charges, which are in the nature of charges for storage in cars of the carrier. (*Interstate Commerce Commission* v. *Detroit G. H. & M. R. Co.* 167 U. S. 644, 42 L. ed. 309, 17 Sup. Ct. Rep. 986.) If, however, such demurrage charges when added to transportation rates result in greater aggregate charges in certain cases than in other cases involving longer hauls, this may constitute undue preference as between different localities under section 3.

Fourth.—If the time allowed at Philadelphia or other terminals, for loading or unloading is reasonable and that allowed at interior points is unreasonably small, then an undue prejudice to interior points in violation of section 3 of the law might result; and, if demurrage charges are made to commence before the expiration of a reasonable time for loading or unloading, this may be in violation of the provision of section 1 of the law, which directs "that charges made for any service rendered or to be rendered in the transportation of passengers or property, or in connection therewith, or for the receiving, delivering, storage, or handling of such property, shall be reasonable and just."

Fifth.—While it is held by the Supreme Court in *Interstate Commerce Commission* v. *Cincinnati, N. O. & T. P. R. Co.* 177 U. S. 479, 42 L. ed. 243, 17 Sup. Ct. Rep. 896, that the Commission has no power to prescribe rates, "maximum, minimum, or absolute," the Commission may order the carriers to "desist from the continuance of an unlawful practice." (*Interstate Commerce Commission* v. *East Tennessee, V. & G. R. Co.* 85 Fed. Rep. 110). The Commission may therefore after investigation find a particular rate to be unlawful and prohibit the exaction of that rate, or find the time allowed for loading or unloading unlawful, or, in other words, unreasonably small, and forbid the charging of demurrage at the expiration of that time and before the expiration of a reasonable time.

Sixth.—It is held that 48 hours is an unreasonably small allowance of time for unloading where any portion of it has to be consumed in attending to the preliminaries necessarily antecedent to the actual process of unloading, and it is ordered that as to grain, flour, hay, and feed consigned to and deliverable at interior points in the territory of the Philadelphia Car Service Association, the defendants cease and desist from charging demurrage until the expiration of a reasonable time for unloading after the cars have been placed for unloading and notice of such placing has been given the consignee or other proper party. It is further held that 48 hours will be a reasonable time for the actual unloading.

Seventh.—By section 1 of the law, storage is named as a "service in connection" with transportation, and the charges therefor are required to be "reasonable and just." The schedule of rates required by section 6 of the law to be printed, posted and filed with the Commission should state, among other terminal charges, the rules and regulations, if any, of the carrier in relation to storage; and the Commission has so ordered.

DIGEST OF DECISIONS OF SUPREME COURT

DIGEST OF DECISIONS

OF THE SUPREME COURT REFERRING TO MATTERS AFFECTING RAILROADS.

CONTRIBUTORY NEGLIGENCE—COUPLING CARS.

Even if a brakeman was not guilty of contributory negligence by violating a rule requiring use of a stick in coupling, the question of such negligence is for the jury, he having placed his hand between the drawheads of two cars, holding the link without a stick, and failing to notice the slow movement back of one of the cars. Baldwin v. Chicago Great Western Railway Co., 109 Iowa, 752; 81 N. W. Rep. 160.

EMINENT DOMAIN—RAILROADS—DEFENSES—DEPOSIT WITH SHERIFF—PARTIES—ADMISSIONS—PLEADING—TRIAL.

A railroad company's payment of the amount awarded a landowner for condemnation of right of way through his land to the sheriff, without payment to the landowner, is no defense to an action by the landowner against the company for restitution of the premises on its failure to pay the same.

Code 1873, section 1257, authorizing proceedings to condemn property for a railroad right of way, provides that, "on the trial of an appeal, no judgment shall be rendered except for costs; the amount of damages shall be ascertained and entered of record, and, if no money has been paid or deposited with the sheriff, the corporation shall pay the amount so ascertained or deposit the same with sheriff before entering on the premises." *Held*, that where a railroad company on an appeal from an award, was adjudged to pay the award to the clerk of the court within thirty days except any sum paid by it to the sheriff after the condemnation, and the sheriff, to whom it paid the original award, was ordered forthwith to pay into the hands of the clerk the money so paid to him, such judgment operates only to give defendant thirty days within which to make payment, and for the sheriff to turn over the balance, and hence compliance therewith was no defense to the landowner's action for restitution of the premises on the sheriff's failure to pay. Burns v. Chicago, Ft. Madison & Des Moines Railway Co., 110 Iowa, 385; 81 N. W. Rep. 794.

NEGLIGENCE.

It is negligence for a railway company to maintain a stock chute in such close proximity to passing cars as to endanger the lives of brakemen in using the ladders on the side of the cars. Keist v. Chicago Great Western Railroad Co 110 Iowa, 32; 81 N. W. Rep. 181.

RAILROADS—INJURIES—AT CROSSINGS—FLAGMAN—EXCESSIVE SPEED—SIGNALS—SPECIAL VERDICT—EVIDENCE.

In action for injuries received at a railroad crossing, the court withdrew from the jury, for lack of evidence, the charge of speed in excess of six miles an hour, as fixed by ordinance, the claim that the bell was not ringing and that there was no one on the rear of the train, which was being pushed, to

give warning, and left the jury to determine whether, under all the circumstances, the speed was dangerous, whether proper signals were given, and whether it was negligence not to have a flagman at the crossing. In answer to the question, what negligence "caused or contributed to the accident?" the jury replied, "Should have a flagman." *Held*, that, as the jury may have considered the rate of speed and failure to give signals in determining whether failure to have a flagman contributed to the injury, the recovery for plaintiff could not be said to be based alone on the fact that there was no flagman.

Where, to a question, "In what tone of voice did you speak to him?" a witness who had testified that he had "hollered" to plaintiff, approaching a crossing, to warn him of danger, replied, "O I hollered pretty loud so that anybody could hear it," the striking out of the last six words of the answer was not prejudicial, the fact remaining that he had "hollered pretty loud."

To prove that plaintiff, injured at a railroad crossing, could have seen the approaching train, a witness, who was on the nearest box car of the train, testified he saw plaintiff's driver, who appeared to be looking at him; that the driver and wagon were in plain view, "and he certainly could have seen the tops of the cars." *Held*, that the striking out of the words quoted was not prejudicial. Slaats v. Chicago Great Western Railroad Co., 110 Iowa, 202; 81 N. W. Rep. 457.

RAILROADS—KILLING STOCK—FAILURE TO FENCE—EVIDENCE.

Under Code 1873, section 1289 (code section 2055), providing that any corporation operating a railway and failing to fence the same against live stock running at large, where the right to fence exists, shall be liable to the owner of any stock killed or injured "by reason of the want of such fence," failure to fence the track where the right exists does not create an absolute liability to the owner of stock killed or injured at such place, but such owner must show that the want of such fence caused the injury.

The *prima facie* case made by the plaintiff when he has shown the injury to his stock, and want of a sufficient fence at a point where the right to fence exists, is rebutted when his evidence clearly shows that the stock went on the railroad track through an open gate in defendant's fence, for which it was not responsible.

In an action for the killing of stock on defendant's railway track, where the right to fence existed, evidence of admissions made after the accident by defendant's section foreman as to the previous condition of the fence at that point was properly excluded as being no part of the *res gestæ*. Norman v. Chicago & North-Western Railway Co., 110 Iowa, 283; 81 Iowa, 597.

RAILROADS—INJURY TO CATTLE ON TRACK—CATTLE-GUARDS—EVIDENCE.

Where a cattle-guard on a railway was so filled with sand that there was a path across it that might be readily traveled by cattle, and cattle crossed and were injured on the right of way, the railway company is liable, without regard to what induced cattle to go there, so long as the owner was not in willful fault.

Under Code 1873, section 1288, making a railway liable for damages sustained by reason of its neglect to construct and maintain cattle-guards at crossings, the railway is liable for all damages sustained by reason of such neglect, and it is only for the injured party to prove such neglect.

While testimony, in an action to recover for cattle killed on a railway, that gravel must have fallen from the cars onto the cattle-guards, and had not been cleared off, and that an animal could walk across it, should have been stricken, it was not prejudicial error to refuse to do so, since it was immaterial how the sand and gravel got on the cattle-guard. Pothast v. Chicago Great Western Railway Company, 110 Iowa, 458; 81 N. W. Rep. 693.

RAILROADS--FIRE SET BY SECTIONMEN.

A fire set by sectionmen in burning the grass along a railroad right of way is not set out or caused by operating a railway, so that, in an action for damages sustained from allowing said fire to escape, the burden is cast on defendant to show its freedom from negligence in allowing the fire to escape and in failing to put it out, under Code 1873, section 1289, providing that, in an action for damages from a fire set out or caused by the operating of any railway, it shall only be necessary for plaintiff to prove injury to, or the destruction of, his property. Connors v. Chicago & North-Western Railway Company, 82 N. W. Rep. 953.

WORKMEN ON RAILROAD--PERSONAL INJURY--NEGLIGENCE.

Where a workman on a railroad track, on an earth embankment, the sides of which began to slope at the end of the ties of the two tracks thereon, stepped back from the north track, out of the way of the train thereon going east, onto the south track and was struck by the engine of a train going west on that track, the engines having passed 100 feet east of that point, the persons in charge of the west bound train cannot be held to have been negligent after his peril was, or by the exercise of care, should have been, known to them, they having given the danger signal when he was seen to approach their track, as, if he stepped backward in time to have crossed their track before their engine reached that point they had a right to presume that he would cross it, and if he did not step back in time to cross it, they did not have time in which to avoid the accident after his peril was, or could have been known.

A workman on an earth embankment just wide enough for the two railroad tracks on it, with only sufficient space between them for safe passage of cars, but down the north side of which he could have gone to a place of safety, continued at his work of scattering cinders (no foreman being present) till a train thereon going east was near him, when, without looking, he stepped back on the south, and was struck by the train thereon going west; the engines having passed 100 feet east of that point. *Held*, that he was guilty of contributory negligence. notwithstanding a rule of the company that "trackmen must keep close watch of passing trains, and, when anything wrong is discovered, immediately signal the engineer or trainmen, and use every effort to stop the train." Fisk v. Chicago, Milwaukee & St. Paul Railway Company, 82 N. W. Rep. 931.

RAILROADS—ACCIDENT AT CROSSING—CONTRIBUTORY NEGLIGENCE.

Plaintift, in approaching a railroad crossing, stopped his team and looked and listened, when 100 feet from the track. He then sat down, with his back to the north, and drove slowly down a descent to the track. There was an embankment which obstructed his view of the track till within twenty feet of it. His attention was largely taken up with the bad condition of the road and he did not notice a train coming from the north till the team was going on the rails, and he was struck and injured. *Held*, not sufficient to show contributory negligence, as a matter of law, and that the question was properly submitted to the jury.

Evidence of witnesses who were near a train at the time of an accident at a crossing, that they heard neither the whistle nor bell till the train passed the crossing, is not merely negative but is sufficient to show that the proper signals were not given. Mackrall v. Omaha & St. Louis Railway Company, 82 N. W. Rep. 975.

DAMAGES—UNDERGRADE PASSAGE—INSTRUCTION.

An agreement by a railway company with the owner of land on purchasing a right of way recited that such railway company would build a bridge on the line of its road and furnish an undergrade crossing for plaintiff to a spring on said land. Such passageway was built and used by plaintiff and his predecessors for twenty-six years, when the bridge was replaced by another leaving a narrower passage. *Held*, in an action for damages that a refusal to instruct that if the passageway was narrow, so that it did not conform to the passageway theretofore used, plaintiff might recover, was not erroneous, since the agreement did not call for a passage of any particular width, and the new passage was ample for teams and stock. Olver v. Burlington, Cedar Rapids & Northern Railway Company, 82 N. W. Rep. 609.

RAILROADS—FARM CROSSINGS—CHANGE—ADVERSE POSSESSION.

Under Code, section 2022, providing that, when any person owns land on both sides of any railway, the company shall, when requested so to do, make, and keep in good repair, an adequate crossing, at such reasonable place as may be designated by the owner, a crossing so built may be changed by the company for the purpose of avoiding danger, fire, and of accident to passing trains, though used by the land owner more than ten years.

Where a railroad company having the right to change a crossing built under Code, section 2022, providing that, when any person owns land on both sides of any railway the company shall, when requested so to do, make, and keep in good repair, an adequate crossing, at such reasonable place as may be designated by the owner, requested the land owner to designate a place for a crossing, and he refused to do so, he cannot complain in an equity suit of the company's failure to give him an adequate

crossing, but may complain to the railway commissioners, or, by action of mandamus, secure an adequate crossing at a place designated by him.

The owner of land on both sides of a railway is not entitled, as a matter of law, to an under-crossing, under Code, section 2022, requiring the railway to construct proper crossings, etc. in the absence of peculiar conditions, since grade crossings are the rule in this state. Schrimper v. Chicago, Milwaukee and St. Paul Railway Company, 82 N. W. Rep. 916.

MASTER AND SERVANT—INJURY TO EMPLOYE—RAILROADS—DERAILMENT OF TRAINS—DEFECT IN TRACKS.

In an action against a railway company for injuries occasioned by the derailment of an engine, evidence that the accident occurred at a cattle-guard at the end of a switch, and was caused by the cattle-guard being low, and the timbers in it rotten, causing it to sink under the weight of the engine, and the pilot to strike the guard-rail and move the switch, is sufficient to require the submission of the case to the jury. Bach v. Iowa Central Railway Company, 83 N. W. Rep. 959.

RAILROADS—INJURY TO ANIMALS—NOTICE BY OWNER TO RAILROAD—DAMAGE—VARIANCE BETWEEN NOTICE AND FACTS.

Code 1873, section 1289, provides that if a railway corporation neglects to pay the value of stock which is killed on its road where such corporation failed to fence its right of way within thirty days after notice in writing, accompanied by an affidavit of such destruction, has been served on an agent in the employ of the corporation in the county where the destruction was committed, such owner shall be entitled to double the value of the stock killed. Plaintiff's mare was killed by defendant company at a point where defendant failed to fence the road, and plaintiff served notice on defendant with affidavit saying, that on a certain date, at a certain point, defendant's train killed one bay horse, four years old, of a certain value, while a stock report which he filled out and filed at defendant's request, stated that a bay mare five years old, of the same value was killed, but on a different date, and in the petition he asked to recover for one bay horse, killed on or about the time set out in the first affidavit, and of the same value. He testified that one animal only had been killed, and that it was a bay mare four years old. *Held*, that the defendant was sufficiently advised to put it on inquiry, which if pursued, would have lead to a discovery of the facts concerning plaintiff's claim, notwithstanding the variance between plaintiff's claim, affidavits and evidence, and hence plaintiff can recover double the value of the animal. Brammer v. Wabash Railroad Company, 83 N. W. Rep. 1048.

RAILROAD—DEPOT GROUNDS—EASEMENT—DEED—ADVERSE POSSESSION—LIMITATIONS—LAND—RECOVERY—ACTION.

Where a tract of land was conveyed "subject to all rights of way over said property," such right of way did not include a portion of such tract claimed by a railroad company as depot grounds.

Where a tract of land was surveyed, staked and platted by defendants, in their private plat book, as a part of their right of way and depot grounds, such action did not constitute a claim of right on which adverse possession could be based. Mead v. Illinois Central Railway Company, 84 N. W. Rep. 979.

EMINENT DOMAIN—RAILROAD RIGHT OF WAY—DAMAGES—ABANDONMENT OF RIGHT OF WAY—EFFECT.

Code, section 2015, provides that the right of way of a railroad shall revert to the owner of the land from which it was taken when the road has not been used or operated for eight years Section 2016 authorizes another corporation to enter on such abandoned road, and acquire title to the right of way, after the first company has failed to use it for five years; but declares that parties who have previously received compensation therefor shall not be entitled to a second compensation unless the original had been refunded, but that the compensation should be assessed for the benefit of the former company. A right of way was taken over certain lands and compensation paid therefor, by a corporation which constructed a railroad thereon, which it afterwards abandoned and failed to operate for over eight years, when the right of way was acquired by condemnation by defendant company. The compensation received by the owner of the land was never refunded, and the land was sold to plaintiff

before defendant acquired the right of way. *Held*, that plaintiff could not recover compensation of the defendant company for the taking of the land. Remey *et al.* v. Iowa Central Ry. Co., 83 N. W. Rep. 1059.

ACCIDENT AT CROSSING—CONTRIBUTORY NEGLIGENCE—TRESPASSER.

Where the street was blocked by a freight train of the defendant company, and plaintiff was told by the breakman to pass through, that he had plenty of time, and in attempting to do so was injured, such statement of the brakeman was binding on the company.

Where plaintiff was injured by climbing through a freight train which blocked his path, after assurance by the brakeman of defendant that he had plenty of time, the fact that he was a trespasser did not relieve the defendant from liability. Scott v. St. Louis & N. W. R. Co., 83 N. W. Rep. 818.

RAILROADS—FENCES——INJURIES TO LIVE STOCK—DAMAGE.

Where a railroad which crossed a stream near a highway, which it also crossed, fenced its right of way up to the bridge and connected the fence with the bridge, so that cattle could not go on the track, but could pass over the right of way under the bridge, it was not liable in double damages for injury to plaintiff's cattle which passed under the bridge and on to the highway, when they were injured by defendant's trains, as Code, section 2055, allowing such damages to be recovered from any corporation, operating a railway and failing to fence the same, "requires the track, and not necessarily the right of way, to be fenced." Cagwin v. Chicago & N. W. Ry. Co., 84 N. W. Rep. 1032.

RAILROADS—CROSSINGS—ACCIDENT—INJURY—STOCK—FAILURE TO GIVE SIGNALS.

The failure to observe the statutory regulations requiring a locomotive approaching a crossing to sound its whistle and ring its bell is negligence, which will warrant a recovery for cattle injured by the failure so to do, as such statutes are not solely for the protection of human beings. Graybill v. Chicago, M. & St. P. Ry. Co., 83 N. W. Rep. 946.

CARRIERS OF FREIGHT—LIABILITY—LIMITATION—FRAUD.

The limitation in a contract of shipment of a horse, of the carrier's liability to $100, the "released value of the horse" named in the contract, rendering the contract void, under Code, section 2074, providing no contract shall exempt a railway from liability of a common carrier which would exist had no contract been made, fraud of the shipper in making representation to secure a cheaper rate of freight will not prevent his proving the full value of the horse. Lucas v. B., C. R. & N. Ry. Co., 84 N. W. Rep. 673.

CONSTITUTIONAL LAW.

A city ordinance permitting a street railway company engaged in interstate commerce under franchises granted by the city to make discrimination in rates in favor of residents of the city against residents of another state is unconstitutional, because it conflicts with the interstate commerce clause of the federal constitution. State *ex rel* Bump v. Omaha & C. B. Ry. & Bridge Co., 84 N. W. Rep. 983.

COMMON CARRIERS—BAGGAGE—EXEMPTION FOR LIABILITY.

Where plaintiff knew of a regulation of defendant railroad company forbidding their baggagemen to receive jeweler's sample cases for transportation as ordinary baggage, without the execution of a bond to release the company from liability in case of loss, he could not recover for the loss of such samples, though defendant's own agent induced its baggageman to receive the samples without the bond.

Code, section 2074, declaring that no railroad shall exempt itself from liability as a carrier by any contract, does not apply to a rule that a company's baggageman should not receive jewelers' sample cases for transportation as ordinary baggage unless the owner had secured a permit from the company. Webber v. Chicago, St. P., M. & O. Ry. Co. 84 N. W. Rep. 1042.

U. S. Supreme Court Decision

IN MATTER OF THE STATE

Regulating Through or Interstate Passenger Trains

The Board insert the following case in full, as it has important bearing on many cases coming before it of a similar character:

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY, *Plaintiff in Error*,

v.

PEOPLE OF THE STATE OF ILLINOIS *ex rel.* THOS. M. JETT.

Interstate commerce—statute requiring passenger trains to stop at county seat.

The requirement that all regular passenger trains must stop at county seats, which is made by the Illinois act of March 21, 1874, section 26, constitutes a direct burden upon interstate commerce in violation of the United States Constitution, so far, at least, as that statute requires through interstate passenger trains to stop at such stations when adequate train service has been provided for local traffic.

[No. 198.]

Argued and Submitted March 16, 1900. Decided April 30, 1900.

In error to the Supreme Court of the State of Illinois to review a decision affirming a judgment awarding a mandamus to compel a railroad company to stop passenger trains at a county seat. *Reversed.*

See same case below, 175 Ill. 359, 51 N. E. 842.

Statement by Mr. Justice Brown:

This was a petition for a writ of mandamus filed in the circuit court for the county of Montgomery, by the state's attorney for that county, to compel the defendant railway company, which for several years past has operated, and is now operating, a railroad from St. Louis, Missouri, through the county of Montgomery and the city of Hillsboro, the county seat of such county, to Indianapolis, Indiana, to stop a regular passenger train designated as the "Knickerbocker Special," at the city of Hillsboro, a sufficient length of time to receive and let off passengers with safety.

The petition was based upon section 26 of an act of the General Assembly of Illinois, entitled "An Act in Relation to Fences and Operating Railroads," approved March 21, 1874, which reads as follows:

"Every railroad corporation shall cause its passenger trains to stop upon its (their) arrival at each station advertised by such corporation as a place of receiving and discharging passengers upon and from such trains, a sufficient length of time to receive and let off such passengers with safety: *Provided*, all regular passenger trains shall stop a sufficient length of time at the railroad stations of county seats to receive and let off passengers with safety."

The answer of the railroad company averred that the company furnished four regular passenger trains each way a day, passing through and stopping at Hillsboro, and that they amply accommodated the travel, and afforded every reasonable facility to such city; that the Knickerbocker Special was a train especially devoted to carrying interstate transportation between the city of St. Louis and the city of New York; that the travel between these cities had grown to such an extent that it had become necessary to put on a through fast train, which connected with other similar trains on the Lake Shore and New York Central roads, and that it was necessary to put on this train because the trains theretofore run, none of which had ever been taken off, could not, by reason of stopping at Hillsboro and other similar stations, make the time necessary for eastern connections, or carry passengers from St. Louis to New York within the time which the demands of business and interstate traffic required; that the Knickerbocker Special is not a regular passenger train for carrying passengers from one point to another in the state of Illinois, such traffic being amply provided for by other trains, and that the Knickerbocker Special is used exclusively for interstate traffic from and to points without the state of Illinois; that it is not subject to regulation by the statute of Illinois providing that all trains shall stop at all county seats, and that to subject it to the statutes of the various states through which it passes, requiring it to stop at county seats, would wholly destroy the usefulness of the train, and would impede and obstruct interstate commerce, and that obedience to the statute in question would require it to abandon the train.

A demurrer to this answer was sustained, and the defendant electing to stand upon it as a full defense to the petition, a final judgment was rendered and a peremptory writ of mandamus awarded

against the defendant. On appeal to the supreme court of the state this judgment was affirmed. Whereupon the railway company sued out a writ of error from this court.

Messrs. John T. Dye and George F. McNulty for plaintiff in error.

Messrs. E. C. Akin, C. A. Hill, and B. D. Monroe for defendant in error.

Mr. Justice Brown delivered the opinion of the court:

Few classes of cases have become more common of recent years than those wherein the police power of the state over the vehicles of interstate commerce has been drawn in question. That such power exists and will be enforced, notwithstanding the constitutional authority of Congress to regulate such commerce, is evident from the large number of cases in which we have sustained the validity of local laws designed to secure the safety and comfort of passengers, employes, persons crossing railway tracks, and adjacent property owners, as well as other regulations intended for the public good.

We have recently applied this doctrine to state laws requiring locomotive engineers to be examined and licensed by the state authorities (Smith v. Alabama, 124 U. S. 465, 31 L. ed. 508, 8 Sup. Ct. Rep. 564), requiring such engineers to be examined from time to time with respect to their ability to distinguish colors (Nashville, C. & St. L. R. Co. v. Alabama, 128 U. S. 96, 32 L. ed. 352, 2 Inters. Com. Rep. 238, 9 Sup. Ct. Rep. 28), requiring telegraph companies to receive despatches and to transmit and deliver them with due diligence, as applied to messages from outside the state (Western Union Telegraph Co. v. James, 162 U. S. 650, 40 L. ed. 1105, 16 Sup. Ct. Rep. 934), forbidding the running of freight trains on Sunday (Hennington v. Georgia, 163 U. S. 299, 41 L. ed. 166, 16 Sup. Ct. Rep. 1086), requiring railway companies to fix their rates annually for the transportation of passengers and freight, and also requiring them to post a printed copy of such rates at all their stations (Chicago & N. W. R. Co. v. Fuller, 17 Wall. 560, 21 L. ed. 710), forbidding the consolidation of parallel or competing lines of railway (Louisville & N. R. Co. v. Kentucky, 161 U. S. 677, 40 L. ed. 849, 16 Sup. Ct. Rep. 714), regulating the heating of passenger cars, and directing guards and guard posts to be placed on railroad bridges and trestles and the approaches thereto (New York, N. H. & H. R. Co. v. New York, 165 U. S. 628, 41 L. ed. 853, 17 Sup. Ct. Rep. 418), providing that no contract shall exempt any railroad corporation from the liability of a common carrier or a carrier of passengers, which would have existed if no contract had been made (Chicago, M. & St. P. R. Co. v. Solan, 169 U. S. 133, 42 L. ed. 688, 18 Sup. Ct. Rep. 289), and declaring that when a common carrier accepts for transportation anything directed to a point of destination beyond the terminus of his own line or route he shall be deemed thereby to assume an obligation for its safe carriage to such point of destination, unless at the time of such acceptance such carrier be released or exempted from such liability by contract in writing, signed by the owner or his agent. Richmond & A. R. Co. v. R. A. Patterson Tobacco Co. 169 U. S. 311, 42 L. ed. 759, 18 Sup. Ct. Rep. 335. In none of these cases was it thought that the regulations were unreasonable or operated in any just sense as a restriction upon interstate commerce.

But for the reason that these laws were considered unreasonable and to unnecessarily hamper commerce between the states, we have felt ourselves constrained, in a large number of cases, to express our disapproval of such as provided for taxing, directly or indirectly, the carrying on or the profits of interstate commerce. We have also held to be invalid a statute of Louisiana requiring those engaged in interstate commerce to give all persons upon public conveyances equal rights and privileges in all parts of the conveyance, without distinction or discrimination on account of race or color (Hall v. De Cuir, 95 U. S. 485, 24 L. ed. 547), another regulating the charges of railway companies for passengers or freight between places in different states (Wabash, St. L. & P. R. Co. v. Illinois, 118 U. S. 557, 30 L. ed. 244, 1 Inters. Com. Rep. 31, 7 Sup. Ct. Rep. 4), another requiring telegraph companies to deliver dispatches by messenger to the persons to whom the same are addressed, so far as they attempted to regulate the delivery of such dispatches at places situated in another state (Western Union Telegraph Co. v. Pendleton, 122 U. S. 347, 30 L. ed. 1187, 1 Inters. Com. Rep. 306, 7 Sup. Ct. Rep. 1126), and still another forbidding common carriers from bringing intoxicating liquors into the state without being furnished with a certificate that the consignee was authorized to sell intoxicating liquors in the county (Bowman v. Chicago & N. W. Ry. Co. 125 U. S. 465, 31 L. ed. 700, 1 Inters. Com. Rep. 823, 8 Sup. Ct. Rep. 689, 1062).

Several acts *in pari materia* with the one under consideration have been before this court and have been approved or disapproved, as they have seemed reasonable or unreasonable, or bore more or less heavily upon the power of railways to regulate their trains in the respective and sometimes conflicting interests of local and through traffic. In the earliest of these cases (Illinois C. R. Co. v. Illinois, 163 U. S. 142, 41 L. ed. 107, 16 Sup. Ct. Rep. 1096), the very statute of Illinois under consideration in this case, as construed and applied by the supreme court of that state, was held to be an unreasonable restriction upon interstate traffic, in requiring a fast mail train from Chicago to places south of the Ohio river, over an interstate highway established by authority of Congress, to delay the transportation of its interstate passengers and United States mail by turning aside from its direct route and running to a station (Cairo) three and one-half miles away from a point on that route, and back again to the same point, before proceeding on its way; and to do this for the purpose of dis-

charging and receiving passengers at that station, for whom the railroad company furnished other and ample accommodation. Said Mr. Justice Gray: "The state may doubtless compel the railroad company to perform the duty imposed by its charter of carrying passengers and goods between its termini within the state. But so long, at least, as that duty is adequately performed by the company, the state cannot, under the guise of compelling its performance, interfere with the performance of paramount duties to which the company has been subjected by the Constitution and laws of the United States."

Upon the contrary, in Gladson v. Minnesota, 166 U. S. 427, 41 L. ed. 1064, 17 Sup. Ct. Rep. 627, a state statute requiring every railroad to stop all its regular passenger trains running wholly within the state at its stations in all county seats long enough to take on and discharge passengers with safety was held to be a reasonable exercise of the police power of the state, even as applied to a train connecting with a train of the same company running into another state, and carrying some interstate passengers as well as the mail. The case was distinguished from that of the Illinois C. R. Co. v. Illinois in the fact that the train in question ran wholly within the state of Minnesota, and could have stopped at the county seats without deviating from its course; and that the statute of Minnesota expressly provided that the act should not apply to through trains entering the state from any other state, or to transcontinental trains of any railroad. Speaking of police regulations for the government of railroads while operating roads within the jurisdiction of the state, it was said that "they are not in themselves regulations of interstate commerce; and it is only when they operate as such in the circumstances of their application and conflict with the express or presumed will of Congress exerted upon the same subject, that they can be required to give way to the paramount authority of the Constitution of the United States." The railroad in this case was treated as a purely domestic corporation, notwithstanding it connected, as most railroads do, with railroads in other states.

In the most recent case upon this subject (Lake Shore & M. S. R. Co. v. Ohio, 173 U. S. 285, 43 L. ed. 702, 19 Sup. Ct. Rep. 465), a statute of Ohio providing that every railroad company should cause three of its regular trains carrying passengers, if so many are run daily, Sundays excepted, to stop at a station, city, or village containing over 3,000 inhabitants, for a time sufficient to receive and let off passengers, was held to be, in the absence of legislation by Congress upon the subject, consistent with the Constitution of the United States, when applied to trains engaged in interstate commerce through the state of Ohio. In delivering the opinion of the court Mr. Justice Harlan observed: "The statute does not stand in the way of the railroad company running as many trains as it may choose between Chicago and Buffalo without stopping at intermediate points, or only at very large cities on the route, it in the contingency named in the statute the required number of trains stop at each place containing 3,000 inhabitants long enough to receive and let off passengers. It seems from the evidence that the average time required to stop a train and receive and let off passengers is only three minutes. Certainly the state of Ohio did not endow the plaintiff in error with the rights of a corporation for the purpose simply of subserving the convenience of passengers traveling through the state between points outside of its territory. * * * It was for the state to take into consideration all the circumstances affecting passenger travel within its limits, and as far as practicable make such regulations as were just to all who might pass over the road in question. It was entitled, of course, to provide for the convenience of persons desiring to travel from one point to another in the state on domestic trains. But it was not bound to ignore the convenience of those who desired to travel from places in the state to places beyond its limits, or the convenience of those outside of the state who wished to come into it. Its statute is in aid of interstate commerce of that character. It was not compelled to look only to the convenience of those who wished to pass through the state without stopping." This case is readily distinguishable from the one under consideration, in the fact that the statute of Ohio required only that three regular passenger trains should stop at every station containing 3,000 inhabitants, leaving the company at liberty to run as many through passenger trains exceeding three per day as it chose, without restriction as to stoppage at particular stations. In other words, it left open the loophole which the statute of Illinois has effectually closed.

The question broadly presented in this case is this: Whether a state statute is valid which requires every passenger train, regardless of the number of such trains passing each way daily and of the character of the traffic carried by them, to stop at every county seat through which such trains may pass by day or night, and regardless also of the fact whether another train designated especially for local traffic may stop at the same station within a few minutes before or after the arrival of the train in question.

The demurrer to the answer admits that the railway company furnishes a sufficient number of regular passenger trains (four each way a day), to accommodate all the local and through business along the line of the road, and that all of such trains stop at Hillsboro; that none of such trains have been taken off, and all of which ran prior to the putting on of the Knickerbocker Special still run and still stop at Hillsboro, and that they furnish ample and sufficient accommodation to all persons desiring to travel to and from that place; that the Knickerbocker Special was put on in response to an urgent demand on the part of the through traveling public from St. Louis to New York, and that it

was necessary, as the passenger trains theretofore used could not, by reason of stopping at way stations, make the time required for eastern connections, and if compelled to stop at county seats the company will be compelled to abandon the train, to the great damage of the traveling pub ic and to the railway company.

It is evident that the power attempted to be exercised under this statute would operate as a serious restriction upon the speed of trains engaged in interstate traffic, and might in some cases, render it impossible for trunk lines running through the state of Illinois to compete with other lines running through states in which no such restrictions were applied. If such passenger trains may be compelled to stop at county seats it is difficult to see why the legislature may not compel them to stop at every station,—a requirement which would be practically destructive of through travel, where there were competing lines unhampered by such regulations. While, as we held in the Lake Shore case, railways are bound to provide primarily and adequately for the accommodation of those to whom they are directly tributary, and who not only have granted to them their franchise, but who may have contributed largely to the construction of the road, they are bound to do no more than this, and may then provide special facilities for the accommodation of through traffic. We are not obliged to shut our eyes to the fact that competition among railways for through passenger traffic has become very spirited, and we think they have a right to demand that they shall not be unnecessarily hampered in their efforts to obtain a share of such traffic. It is evident, however, that neither the greater safety of their tracks, the superior comfort of their coaches or sleeping berths, or the excellence of their tables would insure them such share if they were unable to compete with their rivals in the matter of time. The great efforts of modern engineering have been directed to combining safety with the greatest possible speed in transportation, both by land and water. The public demand this; the railway and steamship companies are anxious in their own interests to furnish it, and local legislation ought not to stand in the way of it.

With no disposition whatever to vary or qualify the cases above cited, neither the conclusions of the court nor the tenor of the opinions are opposed to the principle we hold to in this case, that, after all local conditions have been adequately met, railways have the legal right to adopt special provisions for through traffic, and legislative interference therewith is unreasonable, and an infringement upon that provision of the Constitution which we have held requires that commerce between the states shall be free and unobstructed.

While the statute in question is operative only in the state of Illinois, it is obnoxious to the criticism made of the Louisiana statute in Hull v. De Cuir, 95 U. S. 485, 24 L. ed. 547, that "while it purports only to control the carrier when engaged within the state, it must necessarily influence his conduct, to some extent, in the management of his business throughout his entire voyage. * * * If each state was at liberty to regulate the conduct of carriers while within its jurisdiction, the confusion likely to follow could not but be productive of great inconvenience and unnecessary hardship. Each state could provide for its own passengers and regulate the transportation of its own freight regardless of the interests of others." The distinction between this statute and regulations requiring passenger trains to stop at railroad crossings and drawbridges, and to reduce the speed of trains when running through crowded thoroughfares; requiring its tracks to be fenced, and a bell and whistle to be attached to each engine, signal lights to be carried at night, and tariff and time tables to be posted at proper places, and other similar requirements contributing to the safety, comfort, and convenience of their patrons,—is too obvious to require discussion. Railroad Commission Cases 116 U. S. 307, 334, *sub nom.* Stone v. Farmers, Loan & T. Co. 29 L. ed. 636, 645, 6 Sup. Ct. Rep. 334, 388, 1191.

We are of opinion that the act in question is a direct burden upon interstate commerce, and *the judgment of the supreme court of the state of Illinois must therefore be reversed*, and the case remanded to that court for further proceedings not inconsistent with this opinion.

Mr. Justice Brewer and Mr. Justice Shiras concurring:

We concur in this judgment on the proposition that the act of the legislature of Illinois, whether reasonable or unreasonable, wise or foolish, is, as applied to the facts of this case, an attempt by the state to directly regulate interstate commerce, and, as such attempt, is beyond the power of the state.—*Supreme Court Reporter*, Vol. 20, p. 722.

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